

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this day of February, 2024 at **Midnapore**, Paschim Medinipur,

By and Between

Promoter/Developer cum Seller:

MR. NAYAN KUMAR SAHA, (PAN No.AKEPS7897K) (Aadhaar No.5118-9937 6813) son of Late Nakul Saha, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Khasjungle, P.O. Abas, P.S. Midnapore, District-Paschim Midnapore, PIN -721102, West Bengal, and having been authorised and empowered by an Development Agreement being No.....dated to develop Residential Houses on the below mentioned plots of land of the owners, hereinafter called and Referred to as the “**Developer cum Seller**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to include the partners, and his/her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

Allottee (s):

..... (PAN:,
AADHAAR No.....), **S/O**
....., Contact No., by
faith Hindu, Citizen of India, by occupation business having permanent
resident at, Post-, P.S.
....., Dist. Paschim Medinipur-, hereinafter called and
referred to as the "**PURCHASER**" (which terms or expression shall
unless excluded by or repugnant to the context be deemed to include
his/her heirs, executors, administrators, legal representatives and
assigns) of the **SECOND PART**.

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

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

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

WHEREAS:

A. One Indulekha Dey, wife of Late Satyendra Nath De as well as mother of the Smt. Manika Das (Owner No.1) and Sri Somnath De (Owner No.2), purchased all that piece and parcel of land measuring 50 decimals out of 383 decimals lying at situated at Narampur, P.S. Midnapore now at Kotwali and within Midnapore Municipality, District Paschim Midnapore,

A.D.S.R. office Sadar Midnapore, J.L.No.174, R.S. Khatian Nos. 1/32, 1/33 and 1/34, R.S. Plot No.43 by a registered deed of sale on 16/11/1964 at S.R. Sadar Midnapore and recorded in Book No. I, being No.5223 for the year 1964 from one Satyabrata Banerjee & others

One Prangopal Pyne, son of Dr. Banku Behari Pyne purchased all that piece and parcel of land measuring 16.5 decimals out of 383 decimals in R.S. Plot No.43, R.S. Khatian Nos. 1/32, 1/33 and 1/34 of Narampur Mouza on 19/01/1965 at S.R. Sadar Midnapore and recorded in Book No. I, being No.172 for the year 1965 from one Satyabrata Banerjee & others

Indulekha Dey transferred the land measuring 13 decimals out of 50 decimals of R.S. Plot No.43, R.S. Khatian Nos. 1/32, 1/33 and 1/34 by registered deed of gift in favour of her daughter, SMT. MANIKA DAS (one of the owner of the land) on 30.12.1977 at Joint S.R. Office, Sadar, Midnapore and recorded in Book No. 1, being No.6291 for the year 1977

Pran Gopal Pyne sold 8.25 decimals out of 16.5 decimals on 28/07/1989 to Smt. MANIKA DAS (Owner No.1)) registered at A.D.S.R. Sadar Midnapore and recorded in Book No. I, being No.3211 for the year 1989 and subsequently the said Pran Gopal Pyne also transferred the remaining 8.25 decimals by a registered deed of gift in favour of Smt. Indulekha Dey on 01/02/2008 at A.D.S.R. Sadar Paschim Midnapore and recorded in Book No.1, being No.369 for the year 2008

Smt. Manika Das (Owner No.1) became the absolute owner of the land measuring more or less 21.5 by purchase and gift

Indulekha Dey died intestate on 04/05/2014 leaving behind her one Daughter, namely SMT. MANIKA DAS (one of the owner of the land) and one son, SRI SOMNATH DE (another owner of the land) as her sole legal heirs and successors.

SMT. MANIKA DAS (Owner No.1) & SRI SOMNATH DE (owner No.2), Owners herein became the absolute owners of ALL THAT piece or parcel of land measuring more or less 0.6795 acres (the split up of the land being: 0.1295 acre of R.S. Plot No. 43, L.R. Plot No.1711 plus 0.3850 acre of R.S. Plot No.43, L.R. Plot No.1712 Plus 0.1650 acre of R.S. Plot No.43, L.R. Plot No.1713) along with cement flooring pucca structure standing thereon situated and lying at Mouza - Narampur, J.L. No.174, A.D.S.R. Sadar Paschim Midnapore, P.S. Midnapore comprised in R.S. Plot No. 43 L.R.

Plot Nos. 1711, 1712 & 1713 to R.S. Khatian No. 21, L.R. Khatian Nos. 349 & 2742. Holding No. 273 Aurobinda Nagar, Ward No. 22 within the limit of Midnapore Municipality, District-Paschim Midnapore, Pin Code No.721101, fully described in the Schedule a hereunder written.

The Owner no.: 1 & 1, jointly seized and possessed of or otherwise well and sufficiently entitled to right, title, interest and possession of the said land free from all encumbrances, charges, attachments etc.

In view of the above the Owner Nos. 1 to 2 above-named are the owners of their aforesaid respective plots of land adjacent to each other total measuring **0.6790 acre** more or less situate and lying at Mouza: Narampur, J.L No. 174, L.R. Khatian No. 349 and 2742, and Plot No. 1711, 1712 and 1713 within the local limit of Midnapore Municipality, Dist.: Paschim Medinipur, as more fully described in the **Schedule "A"** hereunder written free from all encumbrances etc.

The Developer, MR. NAYAN KUMAR SAHA possessing proper techno-commercial experience and knowledge in the field of such civil construction was entrusted to build and develop the "**RADHEYSHYAM APARTMENT**" **Commercial cum Residential building on the aforesaid property and thus all the above stated two Land Owners** entered into a Development **Agreement** with **MR. NAYAN KUMAR SAHA on 20.03.2024**, which was duly registered in the Office of the Additional District Sub-Registrar, Sadar Paschim Medinipur, recorded in Book No.I, Volume No.1003-2024, pages from 14383 to 14424, Being No. 100300760 for the Year 2024 for construction of multi-storied building in the said property as per sanctioned Plan and Design

SMT. MANIKA DAS i.e. OWNER No.1 and SRI SOMNATH DE i.e. Owner No.2 for certain extended portion of the project under process, being engaged in their respective own business / service find little time to devote in the day to day functioning of the Development/Construction jobs and to attend various Govt. Offices including office of the Registers and as such has appointed **MR. NAYAN KUMAR SAHA, as their true and lawful Attorney to do**, act, perform and cause to be done and perform, to represent them and to act for them with power of doing such acts and deeds on their behalf for the development of the project, before all

Government, Statutory, Local and other Authorities and also Courts and Tribunal with regard to or in connection with the Schedule “A” property and to sign and execute on their behalf all documents and papers or deeds of agreements, deeds of Sale for executing/accomplishing any portion of the Schedule “A” & Schedule “B” property and as such executed a General Power of Attorney on 20.03.2024, which was duly registered in the Office of the Additional District Sub-Registry Office, Sadar Medinipur and had been recorded in Book No. I, Volume No. 1003-2024, pages from 14425 to 14452, Being No. 100300800 for the year 2024

B. The said land measuring 0.6790 acres equivalent to more or less 0.6800 acre (the split up of the land being: 0.1295 acre of R.S. Plot No.43, L.R. Plot No. 1711 plus 0.3850 acre of R.S. Plot No.43, L.R. Plot No.1712 Plus 0.1650 acre of R.S. Plot No.43, L.R. Plot No.1713) is earmarked for the purpose of building Residential cum Commercial Complex styled "RADHEYSHYAM APARTMENT".

Out of the same the instant building/ tower is being constructed over Dec. of land in Plot No. And for the purpose of the instant agreement wherever the land area of the building is referred the same will necessarily mean thisdec. and the proportionate land so to be allotted in favour of the instant purchaser shall be calculated from thisdec. only and not out of the landed area of the entire complex.

C. The Developer cum Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer cum Seller regarding the Said Land on which the Project is being constructed or have been completed.

D. The land owners already obtained approval of the building plan for construction residential cum commercial building on the said plots of Bastu Property, comprising several self-contained flats in 4 Blocks. Car Parking other spaces, which are particularly described in **Schedule “B”**, by **Mindapore Municipality** after technical vetting by the **Midnapore Municipality Paschim Medinipur** vide their memo

No..... dated and thus the promoter got permission for commencement of developing the project.

E. The Developer cum Seller and the land owners thus obtained the final layout plan, specifications and approval for the project and also for the Apartments, Shops, etc. by the **Mindapore Municipality**. The developer cum seller agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other Laws as applicable.

F. The Developer cum Seller has applied for registration of the housing project under the provisions of the Act with the Real Estate (Regulation and Development) Act, 2016 (RERA) and the registration under RERA is under process.

The Allottee (s) had applied for an Apartment in the project vide Application No. dated and has been allotted the **Apartment No..... (in the Floor)** on the Conner of the **RADHEYSHYAM APARTMENT"** marked in the Drawing and Brochure, measuring **Carpet Area of about-..... Sqr. Ft.** little more or little less, and having Super-built area and about**Sft** little more or less (**"Building"**) along with garage / Covered Parking No./**Nil** admeasuring/Nil square feet in the basement of the said project and prorate share of common areas (**"Common Areas"**) as defined in **Schedule-D** under this Agreement;

G. The party/parties of the Second Part has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. The party/parties of the Second Part has inspected the original title, deeds and the relevant documents pertaining to the 'said property' and has satisfied himself/herself in this respect;

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

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereunder;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer cum Seller hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/ Shop / Office Space and the garage/covered parking as specified in **Para-G.**

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

1 TERMS:

1.1 Subject to the terms and conditions detailed in this Agreement, the Developer cum Seller agrees to sell to the Allottee (s) and The Allottee (s) hereby agrees to purchase the Apartment/Shop/Office Space as specified in **Para-G.'**

1.2 The Total Price of the Apartment based on carpet area is Rs...../- (Rupees Eighty Thousand) only plus 5% GST or as applicable from time to time with the following break up:

Block/Building/Tower: RADHEYSHYAM APARTMENT"	Value of the Apartment Rs...../= at the rate of Rs..... per Square Feet of Carpet Area, including cost of proportionate all super built
Apartment No.	
Type: ...	

Floor: Floor	construction area and common plus applicable GST, which is 5% at present and other taxes.
Cover Car Parking No /Nil	Rs./Nil

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the Developer cum Seller towards the Apartment/Shop/Office Space as mentioned under **Para-G**;
- (ii) The total Price above includes all other taxes and cess paid by the Developer cum Seller on input costs **but excluding GST which is 5%** at present on total advance payments;
 Provided that in case there is any change /modification in the taxes, the subsequent amount payable by the allottee to the Developer cum Seller shall be increased/reduced based on such change / modification;
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Developer cum Seller periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payments demanded by the Developer cum Seller within the time and in the manner specified therein. In addition, the Developer cum Seller 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 Apartment/Shop/Office Space 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, electrical connectivity to the Apartment/Shop, Lift, water line, plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/ Shop/Office Space and the Project.

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 Developer/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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in

Schedule C ("Payment Plan").

1.5 The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments, **10%** per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be

subject to any revision/withdrawal, once granted to an Allottee by the Developer/Promoter.

- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities de bed herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that, the Promoter may make such minor additions or alterations, which may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act

- 1.7** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the **excess money** paid by allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an **excess** amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartments Plot) as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Shop),
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas..... Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, it is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act:
- (iii) That the computation of the price of the [Apartment/ Shops] 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.9 It is made clear by the Developer and the Allottee agrees that the Apartment/Shop/office Space along with garage/Covered parking Space No.3 at the basement shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, changes for water or electricity, maintenance changes, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal changes, 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.

1.11 The Allottee has paid a sum of **Rs...../=** (Rupees Lakhs) only including **GST 5%** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule-C**] as may be determined by the Developer within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment

transfer (RTGS/NEFT) as applicable in favour of “**MR. NAYAN KUMAR SAHA**” to **Current A/c No.**
with **Bank, Branch, IFSC:**
..... **or to other Bank A/c as may be informed by**
the developer.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. 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, 1934 and the Rules and Regulations made thereunder or any statutory amendment or modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible

towards any third party making payments remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities (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, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such *plans* approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 as amended time to time and shall not have an option to make any variation /alteration/modification in such plans other than in

the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/SHOP/OFFICE SPACE:

7.1 Schedule for possession of the said [Apartment/ Shops] -
The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Shops] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the (Apartment/Shops) within (Twenty Four) months from the date of execution of this Agreement of Sale. It is understood in between the parties that since the entire project consists of four towers and it may not be possible for the Developer to complete the entire project work alongwith all common areas and facilities and amenities. So it may not be possible for the Developer to handover all the common facilities at the time of handing over of possession of the Unit of the instant PURCHASER. But all such common facilities and amenities shall be completed at the time of completion of the entire project. The said time period is binding upon the Developer unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the irregular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ Shops].

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. The promoter shall intimate the allottee about such termination at least

thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession — The Promoter, upon obtaining the occupancy/completion certificate* from the competent authority shall offer in writing the possession of the [Apartment/ Shops], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/completion certificate. [Provided that. in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy/completion certificate of the apartment/ Shops, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Unit — Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the 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 the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.

7.4 Possession by the Allottee: After obtaining the occupancy/completion certificate and handing over physical possession of the (Apartment/ Shops) to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents, plans, including common areas, to the association of Allottee or the competent authority, as the case may be as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, of the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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 therein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such

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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy

available, to return the total amount received by him in respect of the [Apartment/ Shops, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/ Shops] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project: (in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land);
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/ Shops];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Shops] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter

has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ Shops] and common areas;

- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land including the Project and the said [Apartment/Shops] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Shops] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Shops] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governments dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. amenities and facilities has been handed over to the allottee

and the association of allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the

Promoter Shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Shops), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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 for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond **3 consecutive months** after notice from the Developer in this regard, the Developer may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the Allottee by

deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the Allottee, about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Shop/Office Space] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Shops) together with proportionate indivisible share in the Common Areas **within 3 months from** the date of issuance of the occupancy/completion certificate and the completion certificate, as the

case may be to the allottee [Provided that. in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/completion certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

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

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession. it shall be the duty of the Developer to rectify such defects without any charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time. The aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the (Apartment/Shop) 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.

14. USAGE:

Use of Service Areas: The 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same to its proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS etc. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment / Shops] with the full knowledge of all laws, rules, regulations, *notification* applicable to the project.

17.ADDITIONAL CONSTRUCTIONS:

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

18.DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:

After the Developer /Promoter executes this Agreement he shall not mortgage or create a charge on the (Apartment/ Shops /Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19.APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Applicable Apartment Ownership Act

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer /Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers

this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned DSR of Midnapur, Paschim Medinipur or Notarise before a Notary Public 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 secondly, appears for registration of the same before the Sub-Registrar for its registration or notarise before a Notary Public as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectification of the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensate whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and superseded any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ Shops /building, as the case may be.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the (Apartment/ Shops) and the

Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ Shops], in case of a transfer, as the said obligations go along with the [Apartment/ Shops] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment, It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

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

25. 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.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 15 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Midnapur, Paschim Medinipur. Hence this Agreement shall be deemed to have been executed at Midnapur, Paschim Medinipur.

29. NOTICES:

That all notices to be served on the Allottee and the Developer /Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Promoter by Registered Post at their respective addresses specified below:

SRI (Name of Allottee)
.....(Allottee Address)

MR. NAYAN KUMAR SAHA, (Developer's name)
Khasjungle, P.O. Abas, P.S. Midnapore,
District-Paschim Midnapore, Pin-721102, West Bengal (Developer's
address)

It shall be the duty of the Allottee and the Developer/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS :

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the apartment, Shops or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, Shops or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. DISCLAIMER:

It is hereby agreed and confirmed that any of the Rules, Terms and Conditions stated in this agreement are not in derogation of or inconsistent with the Terms, Conditions and Rules set out under RERA [Real Estate (Regulation and Development) Act, 2016].

35. Covenants

- (i) **Allottee's/Transferee's Covenants:** The Allottee/Transferee covenants with the Transferor and the Developer (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable and admits and accepts that:

- (ii) **Allottee/Transferee Aware of and Satisfied with Common Portions and Specifications:** The Allottee/Transferee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee/Transferee has examined and is acquainted with the Said Complex and has agreed that the Allottee/Transferee shall neither have nor shall claim any right over any portion of the Said Building and/or Said Complex save and except the Said Shop/Apartment and Appurtenances.

- (iii) **Allottee/Transferee to Mutate and Pay Rates & Taxes:** The Allottee/Transferee shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Complex

and wholly for the Said Apartment And Appurtenances, from the Date Of Possession Notice and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee/Transferee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/Transferee in respect thereof and (2) have mutation completed at the earliest. The Allottee/Transferee further admits and accepts that the Allottee/Transferee shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager/the Association (upon formation).

- (iv) **Allottee/Transferee to Pay Maintenance Charges:** Subject to the provisions of Clause 8.4.9 above, the Allottee/Transferee shall pay Maintenance Charges on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/Transferee in respect thereof. The Allottee/Transferee further admits and accepts that (1) the Allottee/Transferee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
- (v) **Allottee/Transferee to Pay Interest for Delay and/or Default:** The Allottee/Transferee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee/Transferee shall pay interest @ 2% (two per cent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the

date of payment, to the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Allottee/Transferee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee/Transferee and the Allottee/Transferee shall be disallowed from using the Common Portions.

- (vi) **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee/Transferee to the Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

- (vii) **No Obstruction by Allottee/Transferee to Further Construction:** The Developer and the Transferor shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property and the Allottee/Transferee shall not obstruct or object to the same notwithstanding any inconvenience that may be suffered by the Allottee/Transferee due to and arising out of the said construction/development activity. The Allottee/Transferee also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee/Transferee shall not raise any objection in any manner whatsoever with regard thereto.

- (viii) **No Rights of or Obstruction by Allottee/Transferee:** All open areas in the Said Property proposed to be used for open parking spaces do not form part of the Common Portions within the

meaning of this Agreement and the Developer and the Transferor shall have absolute right to transfer and/or otherwise deal with and dispose of the same or any part thereof.

- (ix) **Variable Nature of Land Share and Share In Common Portions:** The Allottee/Transferee fully comprehends and accepts that (1) the Land Share, the Share in Common Portions and the share in the Said land is a notional proportion that the Said Shop/Apartment bears to the currently proposed area of the Said Building/Said Complex (2) if the area of the Said Building/Said Complex is recomputed by the Developer and the Transferor (which the Developer and the Transferor shall have full right to do and which right is hereby unconditionally accepted by the Allottee/Transferee) or if the Developer and the Transferor integrate/add (notionally or actually) other lands to the Said Property (which the Developer and the Transferor shall have full right to do and which right is hereby unconditionally accepted by the Allottee/Transferee), then the Land Share, the Share In Common Portions shall vary accordingly and proportionately and the Allottee/Transferee shall not question any variation (including diminution) therein (3) the Allottee/Transferee shall not demand any refund of the Total Price paid by the Allottee/Transferee on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and (4) the Land Share, the share in Common Portions and the share in the Said land are not divisible and partible and the Allottee/Transferee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion. Allottee/Transferee shall never claim right of preemption over any portion or any of the transfers over the instant property;
- (x) **Allottee/Transferee to Participate in the Formation of Association:** The Allottee/Transferee admits and accepts that the Allottee/Transferee and other Complex Co-Owners shall form

the Association and the Allottee/Transferee shall become a member thereof. The Allottee/Transferee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee/Transferee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote, irrespective of the size, number of his/her/its Apartment/s.

36. Obligations of the Allottee/Transferee: The Allottee/Transferee shall:

- (i) Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Complex by the Developer/the Facility Manager/the Association (upon formation).
- (ii) Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex.
- (iii) Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the said Shop/Apartment and Appurtenances and the Common Portions, from the Date of Fit-Out Possession.
- (iv) Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Complex Co-Owners. The main electric meter shall be

installed only at the common meter space in the Said Complex. The Allottee/Transferee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building and outside walls of the Said Building save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee/Transferee.

(v) Residential and Commercial Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee/Transferee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee/Transferee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. Only the shops purchased can be used for shops and establishment purposes but there should not be use of any oven inside the shop or its corridor, which generates fumes and creates unhealthy atmosphere for the other co-owners of shops and residents.

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

- (vii) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Shop/Apartment and Appurtenances or the Common Portions or the Said Building. The Allottee/Transferee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee/Transferee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Allottee/Transferee on the inner side of the doors and windows of the Said Apartment. The Allottee/Transferee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee/Transferee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee/Transferee shall install the out-door unit of the same either inside the Allottee's/Allottee/Transferee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee/Transferee shall also not install any collapsible gate on the main door/entrance of the Said Shop/Apartment. The Allottee/Transferee accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (viii) **No Sub-Division:** not sub-divide the Said Shop/Apartment and Appurtenances and the Common Portions, under any circumstances.

- (ix) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (x) **No Nuisance and Disturbance:** not use or permit to be used the Said Shop/Apartment or the Common Portions or the Said Parking Space, if any, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (xi) **No Storage:** not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
- (xii) **No Obstruction to Developer/Facility Manager/Association:** not obstruct the Developer/Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Transferor and the Developer in constructing on other portions of the Said Property/Said Complex and transferring or granting rights to any person in any part of the Said Building/the Said Complex (excepting the Said Shop/Apartment and the Said Parking Space, if any).
- (xiii) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Shop/Apartment and the Said Parking Space, if any.
- (xiv) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility

Manager/the Association (upon formation) for use of the Common Portions.

- (xv) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (xvi) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Shop/Apartment, the Said Parking Space, if any and the Common Portions.
- (xvii) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Shop/Apartment and the Said Parking Space, if any.
- (xviii) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Shop/Apartment/Said Building/Said Complex save at the place or places provided therefor **provided that** this shall not prevent the Allottee/Transferee from displaying a standardized name plate outside the main door of the Said Shop/Apartment.
- (xix) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors, or not install or operate any machine or equipment save usual home appliances
- (xx) **No Installing Generator:** not install or keep or run any generator in the Said Shop/Apartment and the Said Parking Space, if any.
- (xxi) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

- (xxii) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (xxiii) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee/Transferee and/or family members, invitees or servants of the Allottee/Transferee, the Allottee/Transferee shall compensate for the same.
- (xxiv) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (xxv) **Observe all Terms of Said Development Agreement:** observe and co-operate in the observance of and perform and co-operate in the performance of all covenants, stipulations and obligations under the Said Development Agreement and the Allottee/Transferee shall specifically not do or cause to be done any act, deed or things that violates covenants, stipulations and obligations under the Said Development Agreement or renders the Said Development Agreement liable for termination, it being clearly understood by the Allottee/Transferee that all provisions of the Said Development Agreement are binding on the Allottee/Transferee.

37. Notification Regarding Letting/Transfer:

- (i) If the Allottee/Transferee lets out or transfers the Said Shop/Apartment and Appurtenances, the Allottee/Transferee shall immediately notify the Facility

Manager/the Association (upon formation) of the tenant's/Allottee's/Allottee/Transferee's name, address and telephone number.

- (ii) **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee/Transferee has accepted the plan of the Transferor and the Developer to construct/develop

the Said Complex in phases and to construct on other portions of the Said Property and hence the Allottee/Transferee has no objection to the continuance of construction in the other portions of the Said Property/Said Complex, even after the Date Of Possession Notice. The Allottee/Transferee shall not raise any objection to any inconvenience that may be suffered by the Allottee/Transferee due to and arising out of the said construction/development activity.

(iii) **No Right in Other Areas:** The Allottee/Transferee shall not have any right in the other portions of the Said Property/Said Complex and the Allottee/Transferee shall not raise any dispute or make any claim with regard to the Transferor and the Developer either constructing or not constructing on the said other portions of the Said Property/Said Complex.

(iv) **Roof Rights:** The purchaser shall not claim any individual right over and in respect of the roof or terrace of the said building. A demarcated portion of the top roof of the Said Building shall remain common to all Complex Co-Owners who own Shops/Apartments in the Said Building and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Transferor and the Developer with right of exclusive transfer and the Allottee/Transferee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Transferor and the Developer shall always have the right of further construction on the entirety of the top roof and the Allottee/Transferee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Building.

38. Transferor's & Developer's Covenants: The Transferor and the Developer covenant with the Allottee/Transferee and admit and accept that:

(i) **Completion of Transfer:** The transfer of the Said Shop/Apartment and Appurtenances shall be completed by the Transferor and the Developer by executing transfer deed in favour of the Allottee/Transferee provided the Allottee/Transferee pays all amounts required for the same.

(ii) **No Creation of Encumbrance:** The Transferor and the Developer shall not create any charge, mortgage, lien and/or shall not transfer and/or enter into any agreement with any person other than the Allottee/Transferee in respect of the Said Apartment and Appurtenances, subject to the Allottee/Transferee fulfilling all terms, conditions and obligations of this Agreement.

(iii) **Documentation for Loan:** The Developer shall provide to the Allottee/Transferee all available documents so that the Allottee/Transferee may get loan from banks and financial institutions.

39. Taxes

(i) **Obligation Regarding Taxes:** In the event of the Transferor and/or the Developer being made liable for payment of any tax (excepting Income Tax and GST, if any, levied in respect of the Development Agreement, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Goods and Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Transferor and/or the Developer are advised by their

consultant that the Transferor and/or the Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Transferor and/or the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Allottee/Transferee shall be liable to pay all such tax, duty, levy or other statutory liability and hereby indemnifies and agrees to keep the Transferor and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Transferor's and/or the Developer's consultant shall be paid by the Allottee/Transferee at or before the Date of Possession.

40. Defects

- (i) Decision of Architect Final:** If any work in the Said Shop/Apartment and Appurtenances is claimed to be defective by the Allottee/Transferee, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however not entitle the Allottee/Transferee to refuse to take possession of the Said Apartment and if the Allottee/Transferee does so, the provisions regarding deemed possession as contained in Clauses above shall apply and all consequences mentioned therein shall follow.

41. Association and Rules

- (i) Rules of Use:** The Said Shop/Apartment and Appurtenances shall be held by the Allottee/Transferee subject to such rules and regulations as may be made applicable by the Association from time to time.

- (ii) **Restrictions:** The Allottee/Transferee agrees that the Allottee/Transferee shall use the Said Shop/Apartment and Appurtenances subject to all restrictions as may be imposed by the Association.

SCHEDULE "A"

(DESCRIPTION OF THE LAND OF THE OWNERS UPON WHICH Four number of Towers/Buildings WILL BE CONSTRUCTED)

ALLTHAT piece or parcel of Bastu land measuring 0.6790 acres equivalent to more or less 0.6800 acre (the split up of the land being: 0.1295 acre of R.S. Plot No.43, L.R. Plot No. 1711 plus 0.3850 acre of R.S. Plot No.43, L.R. Plot No.1712 Plus 0.1650 acre of R.S. Plot No.43, L.R. Plot No.1713) along with cement flooring pucca structure standing thereon situated and lying at Mouza-Narampur, J.L. No.174, A.D.S.R. Sadar Paschim Midnapore, P.S. Midnapore comprised in R.S. Plot No. 43 L.R. Plot Nos. 1711, 1712 & 1713 R.S. Khatian Nos. 1/33, 1/34 and/132, L.R. Khatian Nos. 349& 2742. Holding No.273 Aurobinda Nagar, Ward No. 22, within the limit of Midnapore Municipality, District- Paschim Midnapore, and Pin Code No.721101.

SCHEDULE "A1"

(Description of land upon which Block No.... will be constructed)

The instant building/ tower being No..... is being constructed over Dec. of land in Plot No. And for the purpose of the instant agreement wherever the land area of the building is referred the same will necessarily mean thisdec. and the proportionate land so to be allotted in favour of the instant purchaser shall be calculated from thisdec. only and not out of the landed area of the entire complex.

Shown specifically in the map annexed

SCHEDULE "B" ABOVE REFERRED TO

(PROPOSED BUILDING TO BE CONSTRUCTED - FLOOR PLAN)

ALL THAT storied (Basement + Ground + 4) building to be constructed on the land which is more fully described in the Schedule – "A", hereinabove to be named as "**RADHEYSHYAM APARTMENT**" consisting of several self-contained flats and shops, marked in the plan and drawing in four Blocks as in B+G+4 Storied Building covering several flats and shops of different sizes / dimensions and other spaces in accordance with building plan duly sanctioned by the appropriate authorities.

SCHEDULE "C" ABOVE REFERRED TO:

(PAYMENT PLAN)

On Booking on 10%	Rs... / = (plus GST 5%)
Within 25%	Rs... / = plus GST 5%
Within 25%	Rs... / = plus GST 5%
Within 30%	Rs... / = plus GST 5%
Within10% or Possession whichever is earlier	Balance Rs...../ = plus 5% GST
Total to Pay for Flat:	Rs...../ = Plus 5% GST

Extra Charges & Deposits:

Legal Charges	Rs.5/= per sq. ft on sale agreement and Rs.5/= per Sq. ft on possession
Generator, Electricity Connection & Transformer	Rs.50,000/-
Society Formation Fees	Rs.1,000/=
Sinking Fund for Future Maintenance	Rs.10/= per sqr ft of Carpet Area
Separate Electric Meters	At actuals

Cancellation Charge:

- a) After this agreement: The promoter is entitled to forfeit the booking amount paid for the allottee. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Nomination Charge: Nomination charge will be **Rs.25/=** per sqr ft.

Note: GST and Other Govt. Charges will be as applicable.

Mode of payments: All Payments are to be made by demand draft/account payee cheque in favour of “**MR. NAYAN KUMAR SAHA**” or online transfer (RTGS/NEFT) to **A/c No.....** with, **Branch, IFSC:** or to other Bank A/c as may be informed by the developer.

SCHEDULE "D" ABOVE REFERRED TO:

(COMMON AREAS/ FACILITIES/ AMENITIES ETC)

Common area, common parts, facilities and amenities as referred to herein above shall be proportionate attributable to each flat which include the following: -

1. Foundation column, beams, support, main walls, boundary walls, common drains, sewerage system common spaces, corridors, lobbies.
2. Common lift / stair case from ground floor landing up to Top floor.
3. Underground water reservoir, Septic tank, overhead water tank.
4. Electrical meter room, pump and motor room, pipe and conducts and walls apparatus and installations in the said building for common use.
5. Main entrance gates from main road up to the Flat.
6. Entrance passage of the building to be the common entrance from main road to the stair Lift up to the Flat/Shop.
7. Pipe lines for water connection for common use.
8. Common egress and ingress to the other parts of the said proposed building.

Apart from the same following common amenities shall be available to be used by the owners and occupiers of the residential units: -

- i. Temple
- ii. Gym
- iii. CCTV
- iv. Children's Play area within campus and open to the sky

- v. Power backup in each flat up to 300 watts
- vi. Four bedded dormitories for employees
- vii. Community hall

S C H E D U L E “E” ABOVE REFERRED TO:

(The building and specifications of flats/Shops)

1. Foundation Work

RCC PILE with allied foundation as per sanctioned drawings, M 25 grade of concrete for pile only other RCC work M 20 grade of concrete and steel. Fe 500 grade

2. Superstructure

R.C.C. framed structure. M20Grade of concrete

3. Exterior Walls

10”/5” thick traditional best quality bricks with cement plaster.

4. Interior Walls

5” thick traditional best quality bricks with cement plaster and Putty Finish

5. Flooring

All rooms / Verandah / lobby – 2’-0” x 2’-0” Vitrified glossy tiles of light color. Kitchen, Bathroom and Staircase - 1’-0” x 1’-0” anti – skid tiles.

6. Kitchen

Cooking platform with green marble over black stone and 2’-0” height glaze tiles from platform, modular switches.

7. Sanitary Fittings

One white porcelain commode and one basin with PVC cistern and cp fittings at each toilet with mixture arrangements.

8. Overhead water reservoir

4 Nos. 1500-liter PVC water tank

9. Door

Wooden frame, 32 MM Flush doors in all the rooms and fiber/PVCdoor in all the bathrooms.

One collapsible gate at main door of each flat

10. Windows

MS grill and aluminum channel windows with glass fitted

11. Electrical

Concealed wiring with PVC conducts and modular switches.

description of electric points to be provided in different types of rooms as follows: -

- i. Bedroom – 1 fan, 3 lights, 2 five amp. Plug point
- ii. Master bedroom - 1 fan, 3 lights, 2 five amp. Plug point, 1 AC point
- iii. Bathroom – 1 light, 1 exhaust, 1 geyser
- iv. Living cum Drawing room – 1 fan, 3 lights, 3 five amp. Plug point
- v. Kitchen – 1 light, 1 chimney, 1 water purifier, 1 refrigerator, 1 15-amp plug
- vi. Balcony – 1 light, 1 plug (At service balcony only)
- vii. Entrance – 1 light, 1 calling bell

***N.B.:** Extra work and fittings and better quality of fittings, extra electrical point's fittings will be provided on extra costs payable in advance.*

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **Kharagpur, PASCHIM MEDINIPUR** in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Affix
Photographs
and Sign
across the
photograph

SIGNATURE OF THE DEVELOPER
/ OWNER

SIGNED, SEALED & DELIVERED

In presence of: -

WITNESSES:

1.

2.