

**AGREEMENT FOR SALE**

This '**Agreement for Sale**' ("Agreement") is executed on this \_\_\_\_day of \_\_\_\_\_  
2020 (Two Thousand And Twenty) A.D.

## BY AND BETWEEN

**M/S. CALVIN MARKETING PRIVATE LIMITED**, Holding PAN : **AABCC1886A**, a Private Limited Company, within the meaning of the Companies Act , 1956 as extended by the Companies Act 2013, having its Registered Office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. –Rabindra Sarobar, Kolkata 700 026, West Bengal and represented by its Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding **PAN: AFEP7678D**, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. - Karaya, Kolkata 700 019, West Bengal, hereinafter, referred to as the "**VENDOR/ LANDOWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns) of the **FIRST PART**;

AND

**M/S. NORTECH PROPERTY PRIVATE LIMITED**, holding PAN : **AACCN0602N**, a Private Limited Company, within the meaning of Companies Act, 2013, having its Registered Office at 17/1, Lansdowne Terrace, P. S. – Lake, Kolkata -700 026, being represented by its Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding PAN : **AFEP7678 D**, and presently residing at 16/1, Palm Avenue, Kolkata – 700 019, P. S. - Karaya hereinafter called and referred to as the "**DEVELOPER/ CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and assigns etc.) of the **SECOND PART**.

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN** : -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- AND (2) **MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN** : -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the '**ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**".

The Developer, Vendor & Allottee shall hereinafter collectively be referred to as the '**Parties**' and individually as a '**Party**'.

**RECITALS**

**WHEREAS** one **Brij Chandra Mondal**, since deceased, was seized and possessed of and well or sufficiently entitled to the undivided share of ALL THAT PIECE AND PARCEL of land admeasuring about 59 Decimals inter-alia under R.S. Dag No – 423/462, appertaining to R.S. Khatian No – 142 along with other landed

property in Mouza –Madurdah.

**AND WHEREAS** the said Brij Chandra Mondal while enjoying the right, title, and interest and possession in respect of the aforesaid property was duly recorded his name in R.O.R. during the Revisional Settlement in 1956 in respect of R. S. Dag No - 423/462 under R. S. Khatian No – 142 in Mouza – Madurdah as “**Rayati**”.

**AND WHEREAS** while the said **Brij Chandra Mondal** was enjoying the right, title and possession in respect of the said 59 Decimals of Land, comprising in R.S. Dag No – 423/462 under R. S. Khaitan No – 142 in Mouza – Madurdah, died leaving intestate behind his two sons namely **Shri Tarani Kanta Mondal, Shri Banamali Mondal** and one daughter, namely, **Mrs. Ekadashi Polley**. As a result thereof the said Shri Tarani Kanta Mondal, Shri Banamali Mondal and Smt. Ekadashi Polley became the joint owners in respect of said 59 Decimal of landed property.

**AND WHEREAS** while the said **Banamali Mondal** was enjoying his undivided share of the land in respect of 59 decimals comprising in R.S. Dag No – 423/462 under R.S. Khatian No – 142 in Mouza – Madurdah died intestate leaving behind his one son, namely, **Shri Kashi Nath Mondal**, and three daughters, namely, **Kumari Mongala Mondal, Kumari Shila Mondal, and Smt. Bibi Mondal**, as his legal successors in respect of his undivided share of the property. As a result thereof, the said **Shri Tarani Kanta Mondal, Smt. Ekadashi Polley, Shri Kashi Nath Mondal, Kumari Mongala Mondal, Kumari Shila Mondal and Smt. Bibi Mondal** finally became the joint owners in respect of the said 59 Decimals of landed property.

**AND WHEREAS** while the said **Shri Tarani Kanta Mondal, Smt. Ekadashi Polley, Shri Kashi Nath Mondal, Kumari Mongala Mondal, Kumari Shila Mondal and Smt. Bibi Mondal** were enjoying the right, title and interest and possession in respect of their undivided share in landed property comprised in R.S. Dag No – 423/462 under R.S. Khatian No – 142 in Mouza – Madurdah sold, conveyed, and transferred to 1) **Smt. Rekha Biswas**, wife of Shri Sanjib Biswas and 2) **Smt. Jhuma Paul**, wife of Shri Subodh Paul by virtue of a “Deed of Conveyance” which was registered in the office of the S. R. Alipore and duly recorded in Book No – I, Volume No – 288, written in pages from 169 to 173 being the No – 8669 and for the year 1981.

**AND WHEREAS** while the said **Smt. Rekha Biswas and Smt. Jhuma Paul** were in possession of their said property comprised in R.S. Dag No – 423/462 under R.S. Khatian No – 142 in Mouza – Madurdah sold, conveyed, and transferred the landed property measuring about 02 cottahs 08 chittaks 00 Sq. Ft. out of their total land to **Smt. Mousumi Paul**, wife of Shri Dipankar Paul, in by virtue of a “Deed of Conveyance” which was registered in the office of the D.S.R. III, Alipore on 07/10/1996 and duly recorded in Book No – I, Volume No - 46, written in pages from 385 to 396 being No -2179, and for the year 1996.

**AND WHEREAS** while the said **Smt. Mousumi Paul** has been enjoying the right, title and interest and possession in respect of the schedule land comprised in R.S. Dag No – 423/462 under R.S. Khaitan No – 142 in Mouza – Madurdah mutated her name before the B.L. & L.R.O. and similarly she had also mutated her

name before the K.M.C. authority vide Assessee No. 31-108-05-1457-1 in respect of premises No – 1261, Madurdah, Kolkata and she had been paying taxes regularly thereon.

**AND FURTHER WHEREAS** in pursuance to sell by virtue of a 'Deed of Conveyance' being Deed No. 3340 dated 04.03.2008 registered at the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. – I, Volume No. - 70, written in pages from 6570 to 6585 for the year 2008, said Mrs. Mousumi Paul, wife of Mr. Dipankar Paul, therein called and referred to as the Vendor, of the One Part, sold, conveyed and transferred **ALL THAT** piece and parcel of land total measuring **01 (One) Cottahs 03 (Three) Chittaks** (be the same little more or less) out of the aforesaid land lying and situated in Mouza – Madurdah, P. S. – Anandapur ( Previously – Tiljala), J. L. No. 12, Touzi No. 2998, R.S. Dag No. 423/462, R. S. Khatian No. 142, being Premises No. 1261, Madurdah, Kolkata – 700 107 within Kolkata Municipal Corporation Ward No. 108, within the District of South 24 Parganas, West Bengal Together with all rights of easements Quasi-easement, appurtenances appendages and right of ways water connection, sewer, drain, surface and/or overhead of the soil and butted and bounded as therein stated, to **M/s. Calvin Marketing Private Limited**, Vendor herein, therein called and referred to as the 'Purchaser' of the Other Part for the consideration and in the premises stated therein.

**FURTHER WHEREAS** **Brij Chandra Mondal**, became the absolute owner and occupier, seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** landed property measuring more or less 15.81 Acres by way of a “Deed of Amicable Partition” comprising in C.S. Dag No – 417 under C.S. Khatian No – 133, in the Mouza – Madurdah which was registered in the office of D.R. Alipur on 06/08/1954 and duly recorded in Book No – I, Volume No – 86, Pages in written - 272 to 282, Deed No – 5530 and for the year 1954.

**AND WHEREAS** the said **Brij Chandra Mondal** while enjoying the right, title, and interest and possession, recorded his name in R.O.R. during the Revisional Settlement in 1956 in respect of R.S. Dag No - 423 under R.S.Khatian No – 142 in Mouza – Madurdah as “**Rayati**” in respect of the aforesaid property, i. e. 15.79 Acres.

**AND WHEREAS** while the said **Brij Chandra Mondal** was enjoying the right, title and possession in respect of the said 15.79 Acres of land, comprising in R.S. Dag No – 423 under R. S. Khaitan No – 142 in Mouza – Madurdah died on 31/10/1964 leaving intestate behind his two sons namely **Shri Tarani Kanta Mondal**, **Shri Banamali Mondal** and one daughter, namely, **Smt. Ekadashi Polley**. As a result thereof the said **Shri Tarani Kanta Mondal**, **Shri Banamali Mondal** and **Smt. Ekadashi Polley** became the joint owners in respect of their 15.79 Acres landed property.

**AND WHEREAS** while the said **Shri Tarani Kanta Mondal**, **Banamali Mondal** and **Smt. Ekadashi Polley** were enjoying their right, title, interest and possession in respect of their 15.79 Acres landed property, made a “**E**” scheme in respect of landed area more or less 32 Bigha out of said 15.79 Acres landed property and

demarcated in different small plots and as such out of the several plots, one demarcated plot being numbered as PLOT No – 83 measuring about 07 Kattahs 04 Chittaks 30 Sft. was sold and transferred to one **SHRI TAPAS KUMAR DUTTA**, and **SHRI SUVA KANTI DATTA**, both sons of Shri Kalachand Mondal by way of a “**Deed of Conveyance**” which was registered in the office of the D.S.R. Alipore on 10/07/1978 and duly recorded in Book No – I, Volume No – 149, written in Pages from 170 to 176, Being No – 3967, and for the Year 1978.

**AND WHEREAS** while the said Shri Tapas Kumar Dutta and Shri Suva Kanti Datta, have been enjoying the right, title, interest and possession in respect of the aforesaid land comprising in R.S. Dag No – 423 under R.S. Khatian No – 142 in Mouza – Madurdah mutated their names before the J.L & L.R.O. authority vide office case number 356(T) dated 07/09/1980 and **at that time by physical measurement the aforesaid land was 06 Kattahs 15 Chittaks** and they have mutated their names before the authority of Kolkata Municipal Corporation vide Assessee No. 31-108-0519-01-5 and they have been paying their taxes regularly in respect of Schedule premises No.1532, Madurdah, Kolkata – 700 107.

**AND FURTHER WHEREAS** in pursuance to sell by virtue of a ‘Deed of Conveyance’ being Deed No. 3450 dated 04.03.2008 registered at the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. – I, Volume No. - 70, written in pages from 8394 to 8408 for the year 2008, said (1) Mr. Tapas Kumar Dutta & (2) Mr. Suva Kanti Datta, both sons of Mr. Kalachand Gutta , therein called and referred to as the Vendor, of the One Part, sold, conveyed and transferred **ALL THAT** piece and parcel of land total measuring **03 (Three) Cottahs 01 (One) Chittaks** (be the same little more or less) out of the aforesaid land lying and situated in Mouza – Madurdah, P. S. – Anandapur ( Previously – Tiljala), J. L. No. 12, Touzi No. 2998, R.S. Dag No. 423, R. S. Khatian No. 142, corresponding to C.S. Dag No. 417, C. S. Khatian No. 133, being Premises No. 1532, Madurdah, Kolkata – 700 107 within Kolkata Municipal Corporation Ward No. 108, within the District of South 24 Parganas, West Bengal Together with all rights of easements Quasi-easement, appurtenances appendages and right of ways water connection, sewer, drain, surface and/or overhead of the soil and butted and bounded as therein stated, to **M/s. Calvin Marketing Private Limited**, Vendor herein, therein called and referred to as the 'Purchaser' of the Other Part for the consideration and in the premises stated therein.

**AND FURTHER WHEREAS** while the said **Shri Tarani Kanta Mondal, Shri Banamali Mondal** and **Smt. Ekadashi Polley** were enjoying the right, title, interest and possession in respect of their 15.79 Acres landed property, made a “**E**” Scheme in respect of said landed area and demarcated in different small plots and as such out of the several plots, one demarcated plot being numbered as **PLOT No – 84** measuring about **03 Kattahs** was sold and transferred to one **Shri Kamal Kumar Mitra**, son of Shri Ramendra Nath Mitra by way of a ‘Deed of Conveyance’ which was was registered in the office of the D.S.R. Alipore on 08/08/1978 and duly recorded in Book No – I, Volume No – 169, pages in written from 206 to 212, Being No – 4708, and for the year 1978.

**AND WHEREAS** while the said **Shri Kamal Kumar Mitra**, was enjoying the right, title, interest and possession in respect of 03 Kattahs landed property comprising in R.S. Dag No – 423 under R.S. Khatian No – 142 in Mouza – Madurdah sold, convey, and transferred to one **Smt. Sima Gupta**, wife of Shri Ashrubaran Gupta by virtue of a “Deed of Conveyance” which was registered in the office of the D.S.R. Alipore on 07/03/1980 and duly recorded in Block No – I, Volume No – 46, written in pages from 95 to 99, Being No – 1526, and for the year 1980.

**AND WHEREAS** while the said Smt. Sima Gupta has been enjoying the right, title, interest and possession in respect of the aforesaid land comprising in R.S. Dag No – 423 under R.S. Khatian No – 142 in Mouza – Madurdah mutated her name before the B.L&L.R.O. authority vide Memo No – 18/1739/MUT/Addl. B.L&L.R.O/T.M/98 dated 08/03/1999 and Reference No – 1635/1998 and she had been enjoying, possessing and holding the same with all absolute rights of ownership and she has mutated her name before the authority of Kolkata Municipal Corporation **Vide Assessee No. 31-108-05-0987-3** and she has been paying her taxes regularly in respect of schedule **premises No. 988, Madurdaha, Kolkata – 700 107.**

**AND FURTHER WHEREAS** in pursuance to sell by virtue of a ‘Deed of Conveyance’ being Deed No. 3564 dated 02.04.2008 registered at the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. – I, Volume No. - 71, written in pages from 1062 to 1076 for the year 2008, said Mrs. Sima Gupta, wife of Mr. Ashrubaran Gupta, therein called and referred to as the Vendor, of the One Part, sold, conveyed and transferred **ALL THAT** piece and parcel of land total measuring **03 (Three) Cottahs** (be the same little more or less) lying and situated in Mouza – Madurdah, P.S. – Anandapur ( Previously – Tiljala), J.L. No. 12, R.S. Dag No. 423, R. S. Khatian No. 142, corresponding to C.S. Dag No. 417, C. S. Khatian No. 133, being Premises No. 988, Madurdah, Kolkata – 700 107 within Kolkata Municipal Corporation Ward No. 108, within the District of South 24 Parganas, West Bengal Together with all rights of easements Quasi-easement, appurtenances appendages and right of ways water connection, sewer, drain, surface and/or overhead of the soil and butted and bounded as therein stated, to **M/s. Calvin Marketing Private Limited**, Vendor herein, therein called and referred to as the 'Purchaser' of the Other Part for the consideration and in the premises stated therein.

**AND WHEREAS** the Vendor herein, in pursuance of the aforesaid 3 (Three) Nos. Registered ‘Deeds of Conveyance’ became the absolute owner of land altogether measuring more or less **07 (Seven) Cottahs 04 (Four) Chattacks** (be the same little more or less) by virtue of purchase mentioned and described hereinabove morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PLOT/PROPERTY).**

**AND WHEREAS** While the aforesaid Vendor had been enjoying the right, title, interest and possession in respect of the property measuring more or less **07 (Seven) Cottahs 04 (Four) Chattacks** morefully mentioned in the **FIRST SCHEDULE**, hereunder and mutated its name before the authority of B. L. & L. R. O. under R. S. Dag No. 205 under Memo No. 18/mut/5708/BL&LRO/ATM/Kasba/17 dated 13.09.2017 in respect of the schedule property and also mutated before Kolkata Municipal Corporation under **Assessee No. 311080509873**

and it has been paying its taxes regularly in respect of Schedule **Premises No. 988, Madurdah, Kolkata – 700107.**

**AND WHEREAS** the said owner, M/s. Calvin Marketing Private Limited, gifted a strip of land measuring about 25.17 Sq.mtr, to Kolkata Municipal Corporation, and the said deed was registered in the office of A.R.A. III Kolkata, dated 03.09.2019, and duly recorded in Book No. I, Volume No. 1903-2019, pages from 186517 to 186532, bearing Deed No. 04437 for the year 2019.

**AND WHEREAS** the said owner, **M/s. Calvin Marketing Private Limited**, executed a registered Boundary declaration in respect of the subject property situated in R.S. Dag No. 423, 423/462 under R. S. Khatian No. 142, Mouza – Madurdah, J. L. No. 12, admeasuring physically by an area of 484.391 Sq. mtr., and the said Boundary Declaration was registered in the office of A.R.A. - I, Kolkata on 02.07.2019, and duly recorded in Book No. - I, Volume No. 1901-2019, written in pages from 195430 to 194449, bearing Deed No. 190104006 for the year 2019.

**AND WHEREAS** hence, post Boundary Declaration and Gift of Strip of Land net area remained **459.78 Sq. Mtr.** equivalent to **06 (Six) Kattahs 14 (Fourteen)** with the Vendor, as morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder.

In this agreement the Seller and the Confirming Parties are collectively referred to as the **OWNERS**.

**AND WHEREAS** apart from the present vendor, the Developer/Confirming Party herein, namely, **M/S. NORTECH PROPERTY PRIVATE LIMITED**, has acquired one more plot of land i.e. also purchased one plot in the same complex, as per details below and the same are morefully mentioned in **PART – I & PART – II** hereunder :

<b>Block No.</b>	<b>Name of Land Owners</b>	<b>Land Area</b>	<b>Deed no. &amp; Year</b>
1	M/s. Nortech Property Private Limited	03 K 14 CH 01 K 05 CH (Useable Area <b>313.056 Sq. Mtr.)</b>	3339/2008 3341/2008
2	M/s. Calvin Marketing Private Limited	01 K 03 CH 03 K 01 CH 03 K 00 CH (Usable area – <b>459.78 Sq. Mtr.)</b>	3340/2008 3340/2008 3564/2008

#### **PART-I**

**ALL THAT** piece and parcel of land measuring more or less **313.056 Sq. Mtr.** equivalent to **04 (Four)**

**Kattahs 10 (Ten) Chittaks 40 (Fourty) Sq.ft** situate lying at and being **Premises No. 1532, Madurdah, Kolkata – 700 107** commonly known as **Block – ‘1 (ONE)’** of “EDEN PETALS” comprised in R.S. Dag No. 423, 423/462 under R. S. Khatian No. 142, Mouza – Madurdah, J. L. No. 12, in **Mouza – Madurdah, Police Station – Anandapur ( Previously – Tiljala),** under **Kolkata Municipal Corporation Ward No. 108,** within the limit of District South 24 Parganas, West Bengal.

## **PART-II**

**ALL THAT** piece and parcel of land measuring more or less **459.78 Sq. Mtr.** equivalent to **06 (Six) Kattahs 14 (Fourteen)** situate lying at and being **Premises No. 988, Madurdah, Kolkata – 700107** commonly known as **Block –‘2 (TWO)’** of “EDEN PETALS” comprised in R.S. Dag No. 423, 423/462 under R. S. Khatian No. 142, Mouza – Madurdah, J. L. No. 12, in **Mouza – Madurdah, Police Station – Anandapur ( Previously – Tiljala),** under **Kolkata Municipal Corporation Ward No. 108,** within the limit of District South 24 Parganas, West Bengal.

Altogether Total Land Area of the said complex, namely, “EDEN PETALS” is measuring more or less **12 (Twelve) Kattah 07 Chittak.**

**AND WHEREAS** thus the present Vendor and the aforesaid confirming party have purchased the total land measuring more or less more or less **12 (Twelve) Kattah 07 Chittak** in the schedule complex morefully described hereinabove.

**AND WHEREAS** the said respective pieces or parcel of land are contiguous and adjacent to each other and each of the parties for the sake of convenience agreed to erect a boundary wall in and around all the said plots of land and to form the said pieces of land into a Complex.

**AND WHEREAS** said Vendor has decided to build and construct on its Plot mentioned herein above, a building containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** the said Confirming Party has also decided to construct on the plot belonging to it, a separate building containing independent self contained residential flats and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by the respective Vendor and Confirming Party and the said Vendor and the said Confirming Party have agreed to provide passages to be used in common by the Occupiers / Owners of the respective flats of the respective buildings and also to provide common conveniences for ingress and egress from the respective building through the areas of common passages agreed to be provided by the said vendor and



confirming parties.

**AND WHEREAS** the said Vendor has undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanction No. 2019120132 Dated 05.11.2019.**

**AND WHEREAS** the said Confirming Party has also obtained building plan duly sanctioned and its has also decided to construct building on the plot of land owned by the it with the intention to sell and transfer the same to the intending purchasers and to deal with the flats of the building without any objection claim disputes by the others save that the respective flat holders of the building to be constructed by the said Confirming Party also would be given the rights and benefits to use in common the passage and paths agreed to be provided by the Vendor, Developer and the Confirming Party for the convenience of enjoyment and use and benefits of the flat holders of the respective building.

**AND WHEREAS** the Vendor decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Vendor amongst themselves decided that the Developer will undertake the development of the said Property and accordingly by a **‘JOINT DEVELOPMENT AGREEMENT’ dated 14-Feb-2020**, registered at the Office of Additional Registrar of Assurances - III, Kolkata, being Deed No. – 00960 for the year 2020 registered in Book No. – I, Volume No. 1903-2020, written in Page No. 57551 to 57586 entered between M/s. Calvin Marketing Private Limited therein referred to as the Owner of the One Part and M/s. Nortech Property Private Limited, the Developer herein therein referred to as the Developer of the Other Part and Vendor granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said **‘JDA’**).

**AND WHEREAS** Vendor has also executed a Registered **‘POWER OF ATTORNEY’** on 15.02.2020 in favour of the Developer vide Deed No. – 0966 for the year 2020, registered in Book No. – I, Volume No. 1903-2020, written in Page No. 57788 to 57813, granting the several powers therein stated, for smooth execution of the construction works and selling of the Flats/ Units to the intending buyers, in terms of the said ‘Joint Development Agreement’ dated 14.02.2020.

**AND WHEREAS** the Vendor, Confirming Party and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be purchased by the respective purchasers including the above named purchaser from through and along the pathways and passages provided in lay out on the ground floor of the said Complex for better enjoyment facilities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective

buildings in the said complex.

**AND WHEREAS** by and under the said JDA it has been agreed between the Vendors that the Developer shall be entitled to enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the net sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Vendor and Developer in the manner as provided for in the said JDA.

**AND WHEREAS** in pursuance of the said JDA and in furtherance thereof the Developer has commenced the work of construction of new building and/or buildings at the said Premises, comprise of various self contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by/owned by various intending purchasers on ownership basis.

The Developer has caused the said housing project to be registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said ACT) under Registration No. **HIRA/-----**.

The Allottee had applied for allotment of apartment in the Project and the Developer has agreed to allot to the Allottee ALL THAT the **UNIT/APARTMENT NO. -----** on the ----- (-----) **FLOOR** of the building being **BLOCK NO. '2 (TWO)'** containing by estimation a **CARPET AREA OF ---- SFT**; more or less, (hereunder referred to as the said **UNIT** situation whereof is shown and delineate in the map or plan annexed hereto and bordered in RED thereon) Together with right to park small/ medium sized motor car on the **ONE OPEN/COVERED CAR PARKING SPACE** on the ground floor of the Building Complex (hereinafter referred to as the CAR PARK) to be specifically allotted and demarcated by the Vendor at the time of possession TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land underneath the said Block/Building appurtenant and/or allocable thereto , more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written, for the consideration and subject to the terms and conditions hereinafter appearing.

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

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Allottee agrees to purchase and acquired the said Unit/Apartment and the covered parking space for the consideration and subject to the terms and conditions hereinafter appearing.

The Land is earmarked for the purpose of developing a Residential Real Estate Building comprising of 1 (One) number of Tower having 12 Nos. Residential Flats ("Building") and the said building shall be known as "**EDEN PETALS – BLOCK – '2 (TWO)'**" ("Project");

The Allottee had applied for a Unit in the Project and has been allotted the **FLAT/ UNITNO.** \_\_\_\_\_ on the ----- (-----) **FLOOR** having **CARPET AREA** of \_\_\_\_ **SQ. FT.** and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", having **AREA** of ----- **SQUARE FEET** aggregating to a Net Area of ---- **SQ. FT.** in the Building ("Unit") together with right to park **ONE** small/ medium sized motor car on the **OPEN/COVERED CAR PARKING SPACE** on the ground floor of the Building Complex, ("Garage") as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Car parking Space, if allotted, hereinafter collectively referred to as the "Apartment", more particularly described in **SECOND SCHEDULE** hereunder :

<b>AREA OF THE FLAT</b>	<b>SFT.</b>
Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act.

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:

## **DEFINITIONS AND INTERPRETATIONS**

### **Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**ACT**" means the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

**“APARTMENT”** shall have the meaning ascribed to it in Recital;

**“APARTMENT ACQUIRERS”** shall mean persons who acquire apartments in the Project;

**“APPLICABLE INTEREST RATE”** shall mean the rate of interest prescribed under the Act from time to time;

**ALLOTTEE** shall be deemed to mean and include :-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

**“APPLICABLE LAW”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

**“APPLICATION MONEY”** shall mean the money given by the Allottee to the Developer at the time of making application for the flat.

**APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

**ARCHITECT** shall mean M/s. MOZAIC, of P-521, Raja Basanta Roy Road, Kolkata-700 029, or any other firm or architects appointed by the Developer.

**ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Developer in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Developer for taking control of the common parts and portions and for rendition of common services.

**ADVOCATES** shall mean Mr. Sanjay Kumar Jain, Advocate of 9, Old China Bazar Street, 3<sup>rd</sup> Floor, Kolkata – 700 001 appointed by the Developer, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.

**“BOOKING AMOUNT”** shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

**“BUILDING”** shall have the meaning ascribed to it in Recital C; and

**“BUILDING COMMON AREAS”** shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule hereunder which are to be used and enjoyed in common with all the other Apartment

Acquirers of the Units in the Building; and

**CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.

**“CARPET AREA”** shall mean the net usable floor area of the Unit, it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

**“CANCELLATION CHARGES”** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Developer’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

**COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as **“EDEN PETALS”** or such other name as the Developer in its absolute discretion may deem fit and proper.

**COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) for the common use and enjoyment of all the Allottee/occupiers of the Project;

**“COMMON EXPENSES”** shall include the proportionate share of common expenses briefly described and without limitation in Schedule herein to be paid borne and contributed by the Allottee for rendition of common services;

**“COMMON RULES”** shall mean the rules and regulations specified in Schedule hereunder to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

**COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.

**COMPLETION CERTIFICATE** shall mean the ‘Completion Certificate’ to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee.

**COMMENCEMENT DATE** shall mean the date of execution of this Agreement.

**DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

**DATE OF OFFER OF POSSESSION(for fit outs)** shall mean the date on which the Developer shall endeavor to make available to the Allottee the Unit for fit outs subject to the receipt of the total consideration

and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Developer plus fifteen days.

**DATE OF OFFER OF POSSESSION** shall mean the date on which the 'Completion Certificate' is issued (or deemed to be issued as per the relevant provisions of legislation) by Kolkata Municipal Corporation and/or any other authority ;

**"EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA"** or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.

**"EXTRAS & DEPOSITS"** shall mean the costs and deposits specified hereunder to be paid by the Allottee to the Developer in the manner hereinafter provided;

**"FORCE MAJEURE"** shall have the meaning ascribed to it in the Act;

**FLATS/UNITS** shall mean independent and self-contained flats/units, car parking areas and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

**HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

**"LAND"** shall have the same meaning as ascribed in Recital of this Agreement;

**LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

**"MAINTENANCE CHARGES"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

**"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Developer and/or the Association;

**"NET AREA"** shall mean sum of the Carpet Area of the Unit and EBVT area.

**NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Developer at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

**PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing **2019120132 dated 05.11.2019** and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.

**DEVELOPER** shall mean the said **'M/S. NORTECH PROPERTY PRIVATE LIMITED'** and shall mean and include its successor and/or successors in office/interest and assigns.

**PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

**PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of

any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

**“PAYMENT PLAN”** shall mean the schedule of payment prescribed in Fourth Schedule

**POSSESSION** shall mean the date on which possession is made over by the Developer to the Allottee after occupancy certificate is obtained.

**READY TO MOVE IN** For the purpose of this Para ‘ready to move in possession’ shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which completion certificate has been issued by the competent authority; **"RULES"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

**"REGULATIONS"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

**"SECTION"** means a section of the Act; and

**SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the **FLAT/UNIT NO. \_\_\_\_\_** on the **\_\_\_\_\_ FLOOR** at **BLOCK – ‘2 (TWO)’** forming part of the said Housing Complex, namely **‘EDEN PETALS, BLOCK – 2(TWO)’** (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Developer together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space, if so specifically and expressly mentioned and described in the **SECOND SCHEDULE** hereunder written).

**SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Developer in its absolute discretion.

**SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

**SINKING FUND / RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards Maintenance Fund which shall be held by the Developer and after the said new building is completed and possession is made over and upon formation of the Association, the said amount shall be transferred by the Developer to such Association.

**SERVICE / MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.

**TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such

flat without any right of any other flat owners.

**TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Developer in terms of this agreement.

**“UNIT”** shall mean a unit of occupancy in the project, being a Flat and the expression ‘Units’ shall be construed accordingly.

### **Interpretation**

Reference to a person includes a reference to a corporation, firm, association or other entity and vice-versa.

Words in singular shall include the plural and vice-versa.

Reference to a gender includes a reference to all other genders.

A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

### **1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement , the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Recital.

The **TOTAL CONSIDERATION** of Apartment is **RS. -----/- (RUPEES ----- ONLY)** (**“TOTAL CONSIDERATION OF APARTMENT”**).

Apartment/ Flat/ Unit No. ----- Floor ----- Block –‘2 (TWO)’ Carpet Area of the Flat : EBVT Area :	Rate of Apartment per Square Feet of Carpet Area : Rs. -----/-
Cost of Apartment	Rs. -----/-
Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of exclusive open terrace	Rs.
Preferential Location Charges	Rs.
Cost of Car Park –	Rs. -----/-



Consideration for the Apartment	Rs. -----/-
GST	Rs. -----/-

The Total Extras and deposits in respect of Apartment is Rs. -----/- (Rupees -----)  
**("Total Extras and Deposits")**.

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. 30/- Per Sft.
<b>Sinking Fund-</b> This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs. 25/- Per Sft.
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC and/or any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	Rs. 50/- Per Sft.
<b>Legal and Documentation Charges</b>	Rs. 10,000/- at the time of execution of this Agreement for sale and Rs. 10,000/- at the time of execution of the deed of conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. 50/- Per Sft.
<b>Flat Mutation, Apportionment &amp; Assessment In The Name Of The Buyer</b>	Rs. 5/- Per Sft.
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. ----- /-</b>

However the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on extras and deposit as and when such amount is ascertained and duly intimated by the Developer.

Explanation:

The Total Consideration of Apartment above includes the booking amount paid by the Allottee to the Developer towards the [Apartment];

The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned hereinabove includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottee or the, competent authority, as the case may be, after obtaining the Completion Certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the Allottee to the Developer 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;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department

The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer 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;

The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**TDS:** The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Developer, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) 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.

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned hereinabove 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 Developer 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 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.

The Allottee(s) shall make the payment as per the payment plan set out in **FIFTH SCHEDULE** ("Payment Plan").

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [D] (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, 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 Developer may make such minor additions or alterations as may be required by the Allottee, or such changes or alteration as per the provisions of the act.

The Developer shall confirm to the net 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 net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove payable for the net area shall be recalculated upon confirmation by the Developer. If there is reduction more than 2% in the net area then the Developer shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase more than 2 % in the Carpet Area allotted to the Allottee, The Developer may 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 hereinabove.

In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

The Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership rights of the Unit and the Car parking Space, if specifically mentioned in the Second Schedule;

The Allottee shall also have the right of use of undivided proportionate share in the rights of 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 Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion Certificate from the

competent authority as provided in the Act;

The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Developer. The Developer including Project staffs shall not be liable for any untoward incident or accident.

The Developer will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

It is made clear by the Developer and the Allottee agrees that the Apartment along with the Garage, if allotted, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is a part 'Eden Petals'. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if any, 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 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 Developer 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.

On or before the Effective Date, the Allottee has paid the Application money and the Booking Amount, morefully mentioned in the 'Memo of Consideration' hereunder. The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and 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, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of '**NORTECH PROPERTY PRIVATE LIMITED – UNIT EDEN PETALS**' payable at Kolkata.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and

Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 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/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developer accepts no responsibility in this regard and the Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE:**

The Developer 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 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 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 Developer. The Developer 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 Developer 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

## **7. POSSESSION OF THE APARTMENT:**

### **7.1 Schedule For Possession of the Apartment**

The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by **30.06.2024** unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan 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 Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the Developer, from the allotment within 45 (forty-five) days from that date. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/they shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

For the purposes of force majeure the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vi) Earthquake or any other calamity caused by nature
- vii) Pandemic

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**

Upon obtaining the Completion Certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Developer shall offer in writing the possession of

the Apartment, to the Allottee in terms of this Agreement to be taken within 30 Days from the date of issue of Completion Certificate (Deemed date of Possession). [Provided that, in the absence of local law, the 'Deed of Conveyance' in favour of the Allottee shall be carried out by the Developer within 3 (three) months from the date of issue of Completion Certificate. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Developer/Association, as the case may be, after the issuance of the completion certificate for the Project. The Developer shall hand over the photo copy Completion Certificate of the Apartment to the Allottee at the time of conveyance of the same.

### **7.3 Failure of Allottee to take Possession of Apartment**

Upon receiving a written intimation from the Developer as aforesaid, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as required and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided hereinabove, such Allottee shall continue to be liable to pay Maintenance Charges as specified from the date of ("Deemed Possession") and also pay Holding Charges to the Developer at the rate of Rs. 2,000/- (Rupees Two thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

### **7.4 Possession by the Allottee**

After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer to hand over the necessary- documents and plans, including common areas, to the Association 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:

Where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Allottee shall serve a 2 (two) months' notice in writing on the Developer and on the expiry of the said period the allotment shall stand cancelled and the Developer herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the 'Deed of Cancellation'.

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the

Allottee so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Developer in this regard shall be final and binding on the Allottee.

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.

### **7.6 Compensation**

The Developer/ Owner 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.

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

The Developer and the Vendor hereby represents and warrants to the Allottee as follows:

The Vendor has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

There are no encumbrances upon the Land or the Project as on the Effective Date;

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;

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;

The Vendor/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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the deed of conveyance the Developer shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the



competent authority, as the case may be;

The 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 Land;

The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and

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 Owner/Developer in respect of the Land and/or the Project.

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

Except for occurrence of a Force Majeure event, the Developer shall be considered under a condition of default ("Default"), in the following events:

Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 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 clause '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 completion certificate has been issued by the competent authority;

Discontinuance of the Developer'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.

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

Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

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 and the Allottee

shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan, mentioned hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)

In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

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

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 and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Developer or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that

the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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 and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

In the event construction of the floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to Applicable Law, the Developer shall have the option to terminate this Agreement. In such an event the Developer shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

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 and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

#### **10. DEED OF CONVEYANCE OF THE SAID APARTMENT:**

The Developer, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove under the Agreement from the Allottee, shall execute a Deed of Conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

Provided that, in the absence of local law, the Deed of Conveyance in favour of the Allottee shall be carried out by the Developer within 3 (three) months from the date of issue of 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 deed of conveyance in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

The Deed of Conveyance shall be drafted by the Solicitors/Advocates of the Developer and shall be in such form and contain such particulars as may be approved by the Developer. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.

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

The Developer 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned

hereinabove for the Apartment. In case the formation of the Association is delayed due no fault of the Developer; the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actual.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over deemed possession, the Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove in this clause.

However, the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to variation in temperature of more than 20 degree centigrade which do not amount of the structural defects and hence cannot be attributed to either bad workmanship or structural defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert/ surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

## **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/maintenance agency/Association 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 Developer/ Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise,

with a view to set right any defect.

#### **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, as located within the Project, shall be ear-marked 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, firefighting pumps and equipment 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, if allotted, and the same shall be reserved for use by the Association for rendering maintenance services.

#### **15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

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

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

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

#### **Dishonour of Payment Instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five

Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.

### **Raising of Finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

### **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Developer, the Allottee shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottee and the Developer shall have no liability or concern thereof;

The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.

All other expenses necessary and incidental to the management and maintenance of the Project.

### **Right of Allottee to use Common Areas subject to Payment of Maintenance Charges**

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Developer or the Association from time to time.

### **Additions or Replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers

in the Project on pro-rata basis as specified by the Association. The Developer and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

## **Maintenance and Association**

### **Maintenance**

Upon completion of the Project the Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Developer. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Developer and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottee; and (iii) the Developer/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Vendor/ Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

### **Interim Maintenance Period:**

During the interim maintenance period between obtaining of the completion certificate of such Project and

formation and operationalization of the Association the Developer shall through itself or through a facility management company to run, operate, manage and maintain the Common Areas.

The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

#### **Covenants of the Allottee :**

##### **Apartment use**

The Allottee shall not use the Apartment or permit the same to be used for the purpose other than the purposes mentioned in Recital 'C' or for any purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

##### **Hazardous materials**

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

##### **Additions**

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

##### **Co-operation**

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

##### **Transfer**



The Allottee shall not transfer or sell the rights under this Agreement without prior written permission from the Developer till such time as all payments under this Agreement are cleared. The Developer shall retain the first right of refusal for such transfer of rights. Where the Developer does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottee shall pay a transfer fee of Rs. 25,000/- (Rupees Twenty Five Thousand only). Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

#### **Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

#### **Common Rules**

The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

#### **Common Expenses**

The Allottee pay on due dates for the Proportionate Common Expenses from time to time.

#### **Model Unit**

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed 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.

#### **Construction Progress Linked Payment Plan**

The Allottee (s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the “Time Linked Payment Plan” option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

### **17. ADDITIONAL CONSTRUCTIONS**

The Developer 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. RAISING OF FINANCE BY DEVELOPER**

The Developer shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Developer shall not mortgage or create a charge on the Apartment after execution of this Agreement 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 Developer 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.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Registration Office at Kolkata as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registration Office at Kolkata for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Developer shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

Provided 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.

**21. ENTIRE AGREEMENT:**

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

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

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

The Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the- case of other Allottee.

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

**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 make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total carpet area of all the Apartment 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 Developer through its authorized signatory at the Developer's Office; or at some other place, which may be mutually agreed between the Developer and the Allottee after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances-I at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

## **29. NOTICES**

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

## **30. ALLOTEES :**

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## **DEVELOPER:**

M/s. Nortech Property Private Limited  
17/1, Lansdowne Terrace, Kolkata – 700 026

It shall be the duty of the Allottee and the Developer 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 or the Allottee, as the case may be.

## **Joint allottee:**

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

## **31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the ALLOTTEE under the Agreement 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 or as amended from time to time.

### **OTHER TERMS AND CONDITIONS**

The Parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Developer and Allottee to be respectively paid observed and performed, as the case may be.

#### **Electricity supply/DG back-up:**

In case the Calcutta Electric Supply Company Limited ("CESC") /any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Developer shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to CESC any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC any other electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC/ any other electricity supply agency, as per the norms of CESC /any other electricity supply agency. In such a case the ALLOTTEE may be required to enter into a separate agreement with the Developer for supply of electricity through sub meters.

#### **Diesel generator power backup:**

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Developer /the Association, as the case may be.

### **PAYMENT OF TOTAL CONSIDERATION OF APARTMENT, TOTAL TAX AND THE TOTAL EXTRAS AND DEPOSITS PRIOR TO POSSESSION:**

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this

Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(THE SAID PREMISES)**

**ALL THAT** Piece and Parcel of land measuring more or less **459.78 Sq. Mtr.** equivalent to **06 (Six) Kattahs 14 (Fourteen) Chittaks** being **PREMISES NO. – 988, MADURDAH, KOLKATA – 700 107**, under **R.S. Dag No. 423, 423/462 under R. S. Khatian No. 142**, J. L. No. 12, Borough – XII, situated within **MOUZA – MADURDAH**, Under Kolkata Municipal Corporation **Ward No. 108, P. S. - Anandapur (Formerly – Tiljala)**, District- 24 Parganas (South), West Bengal, which is butted and bounded as follows:-

<b>ON THE NORTH</b>	: Land of R. S. Dag No. 423
<b>ON THE SOUTH</b>	: 20 Ft. Wide Municipal Road
<b>ON THE EAST</b>	: Land of R. S. Dag No. 423 & 423/462
<b>ON THE WEST</b>	: Premises No. 1261 Madurdah & 1532 Madurdah

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**Latitude/ Longitude of the end points of the Project :**

Latitude	– 22.5038993” N
Longitude	– 88.4098231” E

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO )**

**ALL THAT** the **Residential** Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ----** containing by admeasurements a Carpet Area of ----- Sft. and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT AREA”, of \_\_\_\_ Square Feet aggregating to a Net Area of \_\_\_\_ Square Feet, equivalent to a **SUPER BUILT-UP AREA** of ----- **SFT.** , be little more or less on a portion on the --- ----- ( -----) **FLOOR** at **BLOCK – ‘2 (TWO)’** in the New building now known as “ **EDEN PETALS**” at the said premises, **which is under construction**, and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **OPEN/COVERED CAR PARKING SPACE** on the ground floor of the said building complex to be specifically allotted and demarcated by the Developer at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the

land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**Part - I**

The Allottee hereby agrees to pay the 'TOTAL CONSIDERATION AMOUNT' of RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY), and the said consideration amount shall be paid by the Allottee to the Developer in the manner hereinafter appearing :

1.	Application Money	Rs. -----/-
2.	On or before signing of this agreement (inclusive of the application fee)	20% of the total consideration price
3.	On completion of Foundation	15% of the total consideration
3.	On completion of 1 <sup>st</sup> Floor Slab	15% of the total consideration
4.	On completion of 2 <sup>nd</sup> Floor Slab	15% of the total consideration price
5.	On completion of 3 <sup>rd</sup> Floor Slab	10% of the total consideration price
6.	On Roof Casting	10% of the total consideration price
7.	On Completion of internal plaster	5% of the total consideration price
8.	On or before possession	10% of the total consideration price

All other additional/ extra charges and deposits (mandatory) as stated hereinabove , will be paid on or before taking over possession of the said flat/unit or as demanded by the Developer from the Allottee.

### **Part – II**

The Allottee hereby also agrees to pay to the Developer for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO** **SPECIFICATIONS FOR THE PROJECT EDEN BELVEDERE**

<b>Structure</b>	: RCC-framed structure with anti-termite treatment in foundation. Cements used: <i>Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco, Emami*</i> .
<b>Brickwork</b>	: Eco-friendly, premium brickwork with <b>Autoclaved aerated concrete (AAC)</b> blocks used for better quality.
<b>Elevation</b>	: Modern elevation, conforming to contemporary designs.
<b>External Finish</b>	: Paint by certified <i>Nerolac/Asian Paints/Berger, applicator*</i> , and other effects as applicable.
<b>Lobby</b>	: Beautifully decorated & painted lobby
<b>Doors &amp; Hardware</b>	: Quality wooden frames with solid core flush doors. Internal door handles of <i>Godrej/Hafele/Yale*</i> . Main door with premium <i>stainless steel handle</i> and <i>eyehole</i> . Main Door Lock by <i>Godrej*</i> .
<b>Internal finish</b>	: Wall Putty.
<b>Windows</b>	: Colour anodized / Powder coated aluminum sliding windows with clear glass (using high quality aluminum). Large Aluminum Windows in Living Room Balcony.



<b>Flooring</b>	: Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
<b>Kitchen counter</b>	: Granite slab with stainless steel sink. Ceramic wall tiles up to 2 (two) feet height above counter.
<b>Toilets</b>	: Hot and Cold water line provision with <b>CPVC*</b> pipes. CP fittings including <b>Health Faucet*</b> of <b>Jaquar/ Kohler/ Parryware/ Hindware*</b> . Dado of ceramic tiles up to door height. Sanitaryware with <b>EWC with ceramic cistern</b> and basin of <b>Kohler/ Parryware/Jaquar/Hindware*</b> . Pipes of <b>Supreme/Skipper/Oriplast*</b>
<b>Elevator</b>	: Passenger Lifts of <b>Kone*</b> .
<b>Electricals</b>	: a) Concealed <b>Polycab/Mescab/Havells/RR Kabel*</b> copper wiring with modular switches of <b>Anchor Roma/Schneider Electric/Havells*</b> b) TV & Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A points in all bedrooms. d) One 15A Geyser point in all toilets. e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen. f) One AC point in master bedroom. g) One washing machine point in the balcony. h) Modern MCBs and Changeovers of <b>Havells/HPL/Schneider Electric*</b>
<b>Water Supply</b>	: Underground and Overhead storage tanks of suitable capacity.
<b>Landscape</b>	: Professionally designed and executed landscaping.
<b>Generator</b>	: 24 hour power backup for all common services. Generator back up of 300 W for 1 bedroom flats and 600 W for 2 bedroom flats.
<b>Security</b>	: Intercom facility and 24/7 Security Personnel.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Maintenance Charges)**

**1. MAINTENANCE :** All costs and expenses for maintaining, white-washing, painting, repainting, repairing,

renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

**2. OPERATIONAL :** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

**3. STAFF :** The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

**4. ASSOCIATION :** Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.

**5. TAXES :** Municipal and other rates, GST, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

**6. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all 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 Developer and/or the Association or Holding Organisation for the Common Purposes.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

##### **(Extra Charges & Deposits)**

1) The full amount of Security Deposit and other costs payable to the CESC, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.

2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same .

3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.

4) Costs charges and expenses for formation of the Association as mentioned hereinabove.

5) Betterment fees, development charges and other levies GST, Sales Tax, VAT, Service Tax and any other

Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

6) In addition to the Extras and Deposits the Allottee shall also deposit and / or keep deposited with the Vendor/owner/ Developer/their nominee/Facility Management Company a sum as mentioned hereinabove towards Association Fund. The said fund will remain in deposit with the Developer to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Co-owner/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit as mentioned hereinabove.

8) In addition to the aforesaid Extras and Deposits the Allottee shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates.

#### **THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

As from the date of possession of the said Apartment the Allottee(s) agrees and covenants-

To co-operate with the other Allottee(s)/Developer and the Association in the management and maintenance of the Project.

To observe the rules framed from time to time by the Developer and upon the formation of the Association by such Association.

To use the said Apartment for residential purposes and not for any commercial and illegal and/or immoral purposes whatsoever.

To allow the Developer/Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).

To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Association to such Association.

To deposit the amounts reasonably required with the Developer and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).

To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.

Not to subdivide the Apartment or any portion thereof.

Not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.

Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.

Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the colour Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

Not to install grills the design of which has not been suggested and approved by the Architect.

Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.

Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer/Association and with the sanction of the authorities concerned as and when required.

Not to use the Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.

Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure 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 permitted.

Not to use or permit to be used the allocated Garage/car parking space, if any, as stated in the Second Schedule hereinabove, for any other purpose whatsoever other than parking of its own car/cars.

Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it, if any, and shall use the pathways as would be decided by the Developer.

To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

**HOUSE RULES:**

The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the Building.

The Allottee shall not 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. The Allottee shall not play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottee shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any apartment.

Each Allottee shall keep his apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

No article shall be allowed to be placed in the halls or 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/Association.

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/Association.

No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Developer/Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Developer.

Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water- closets or apparatus shall be paid for by the delinquent Allottee in whose space it shall have been caused.

No bird or animal shall be kept or harboured in the common areas of the Building.

No radio or television aerial shall be attached to or hung from the exterior of the Building.

Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Developer/Association may direct.

Allow the Developer 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(s) 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 Developer 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

No vehicle belonging to an Allottee or guest, sub-tenant or employee of an Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

These house rules may be added to, amended or repealed at any time by the Developer and after its formation

by the Association.

Until formation of the Association the Developer shall manage and maintain the Project subject to ALLOTTEE/occupiers regularly and punctually making payment of the maintenance charges.

**The Allottee(s) agrees that:**

Allottee(s) shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the Common Expenses at such rate as may be decided by the Developer/Association to be payable from the date of possession (including deemed possession) to the Developer and upon its formation to the Association without any abatement or demand.

The proportionate amount payable by the Allottee for the common expenses shall be decided by the Association from time to time and the Allottee shall be liable to pay all such expenses wholly if it relates to the Allottee's Apartment only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.

After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.

So long as the Apartment is not separately mutated and separated, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Allottee from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Apartment.

If the Allottee fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottee shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Developer or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottee such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

**THE NINTH SCHEDULE ABOVE REFERRED TO:**

**[Mutual Easements]**

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

The right of access and passage in common with the Association and/or the Allottee and occupiers of the Building Complex at all times and for all normal lawful purposes connected with the use and enjoyment of the

staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottee and the Association along such drive way and path ways as aforesaid.

The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottee and occupiers of the other spaces and portion of the Building(s).

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

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

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**SIGNATURE OF VENDOR &  
CONFIRMING PARTY**

2.

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**SIGNATURE OF DEVELOPER**

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**SIGNATURE OF ALLOTTEE/PURCHASER**

Drafted by me on the basis of information  
furnished by the Parties herein

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Sanjay Kumar Jain  
Advocate, High Court, Calcutta  
WB/444/2005



**RECEIVED** of and from the within named Allottee within  
 mentioned sum of **Rs.** \_\_\_\_\_/-  
**(Rupees** \_\_\_\_\_  
 \_\_\_\_\_ **Only)** being the consideration amount  
 in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
<b>TOTAL AMOUNT RECEIVED</b>		<b>Rs. -----</b>

**Witness:**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF DEVELOPER**

DATED ----- DAY OF ----- 2020

AGREEMENT FOR SALE

BETWEEN

M/S. CALVIN MARKETING PRIVATE LIMITED  
-----DEVELOPER

&

M/S. NORTECH PROPERTY PRIVATE LIMITED  
-----DEVELOPER

&

MR. -----  
MRS. -----  
-----ALLOTTEE

EDEN PETALS  
FLAT/ UNIT NO. -----  
FLOOR - ---- (---)  
BLOCK – ‘2 (TWO)’