

“While the Promoter shall endeavor to enter into agreements with Allottees in the form substantially similar to this Draft Agreement, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Transfer as the circumstances may require.”

KEVENTER'S RISHRA PHASE II

AGREEMENT FOR SALE (Draft Copy)

This Agreement for Sale (Agreement) executed on this (Date) day of (Month), 20.....

BY AND BETWEEN

KEVENTER PROJECTS LIMITED (CIN: U70101WB1994PLC061579), (PAN AACCK2606F), a Company incorporated under the Companies Act, 1956, having its registered office at 34/1, Diamond Harbour Road, Kolkata – 700 027, Post Office Alipore, Police Station-South Port, District South 24 Parganas, represented by its Authorized Signatory,(Aadhar no.), duly authorized vide board resolution dated.....hereinafter referred to as the “**Promoter**” (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its executors, successors, legal representatives, nominees and/or successors-in-interest and permitted assigns).

AND

[If the Allottee is a company]

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

[If the Allottee is a Partnership Firm]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.....) duly authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms.(PAN.....) Aadhar no.) son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation Mr./Ms.(PAN.....) (Aadhar no.) son / daughter of....., aged aboutyrs by faith _____, by nationality Indian, by OccupationBoth residing at _____,

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the allottee is a HUF]

Mr.....(Aadhar no.) son of.....aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence(PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

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

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

- (a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal. Act XLI of 2017);
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "Section" means a section of the Act.
- (e) Said Large Property/ Premises: shall means and includes all that the piece and parcel of land admeasuring an area of 4837.07 (Four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 (one hundred and nineteen point five two) decimal or 3 bighas 12 kattahs 0 chittacks at premises no. 17/8/2, Dinen Bhattacharjee Sarani, Post Office – Morepukur, Police station – Rishra, District- Hooghly, West Bengal, more fully described in Part – 1 of schedule – 'A' herein below (hereinafter referred to as the said Larger Property/Premises).
- (f) Said Property/ Premises: shall means and includes all that the piece and parcel of land admeasuring an area of 25.33 (twenty-five point three three) decimal equivalent to 15.32 kattah 5 chattak 8 sqft being a portion of premises no. 17/8/2, Dinen Bhattacharjee Sarani, Post Office – Morepukur, Police station – Rishra, District- Hooghly, West Bengal, more fully described in Part – 1A of schedule – 'A' herein below (hereinafter referred to as the Said Property/Premises).
- (g) Said Block shall mean Block 'A' containing and plinth area of **637.94 sq. mtr.** equivalent to 15.76 decimal or 0 Bighas 9 Cottahs 8 Chittacks and 27 square feet being constructed upon the Said property more fully described in the Part – 1B of schedule - A.

- (h) Apartment means: Residential/Commercial Unit No._____, on the floor of the Building having carpet area of approximately (_____) square feet described in Part – 2 of Schedule 'A' below and delineated on the Plan annexed hereto and marked Schedule 'B' annexed hereto and bordered in colour Red thereon (Said Apartment), in the proposed Block – A, to be erected on the Said Property/Premises being land measuring 25.33 decimal equivalent to **1025 Sq. Mtr.** more or less, at Municipal Premises No. 17/8/2, Dinen Bhattacharjee Sarani, under Ward No. 16 of the Rishra Municipality, P.O. & P.S. Rishra, District - Hooghly, West Bengal described in the Part - 1A of Schedule 'A' below.
- (i) Land Share: The undivided, impartible, proportionate and variable share in the Said Property of the said Block – A, as be attributable and appurtenant to the Said Apartment. The undivided, proportionate, impartible and variable share in the Said Property at the sole discretion of the promoter shall diminution and/or increase and/or vary in case the other blocks namely 'B', 'C' and 'D' is constructed at the said larger property during and/or after the construction of the Block 'A'.
- (j) Said Parking Space: The right to park medium sized car/two wheeler in the parking space/s described in Schedule 'A' Part 3 below, if any.
- (k) Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities at the Said Block 'A' as be attributable and appurtenant to the Said Apartment. The allottee hereby give consent and confirm that his share and interest in common areas amenities and facilities shall confined only to the area comprised in the said block 'A', in case the project and/or other blocks namely B, C and D is not constructed by the owner/ promoter.
- (l) Carpet Area: Carpet Area of the Apartment shall mean the net usable area of an apartment, excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- (m) Said Project / complex shall mean and includes the proposed buildings to be constructed namely Block 'A', 'B', 'C' and 'D' at premises No. 17/8/2, Dinen Bhattacharjee Sarani, Rishra, Hooghly. However, the Promoter reserves its right to decide upon the future construction of Block 'B', 'C' and 'D' and in that circumstances the Said Project/ Complex shall be limited to Block 'A' only and the Allottee/s hereby agrees and covenants not to raise any objection in this regard.
- (n) Sanction Plan shall mean the plan bearing nos. B232/2018/19 dated 26/12/2018 and subsequently revised by B107/2019-20 dated 4/09/2019 respectively sanctioned by the Rishra Municipality and collectively hereinafter refer to as Said Plan.

WHEREAS:

- A.** By way of a scheme of the Government of India, one National Textile Corporation Limited (NTCL) became the absolute owner from 1st April, 1974 onwards in respect of inter alia ALL THAT piece and parcel of land measuring 12.305 (twelve point three zero five) Acres [equivalent to 1230.50 Decimal or 37 Bighas 04 Katahs 7 Chittacks and 11 square feet],

more or less, comprised in R.S. Dag Nos. 2555, 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, lying and situated at Mouza Rishra, J.L. No. 27, then known and numbered as Municipal Holding No. 17/8, Dinen Bhattacharya Sarani, Post Office Morepukur, Police Station Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal (herein referred to as the **Mother Property**).

- B.** The Board for Industrial & Financial Reconstruction (**BIFR**) vide its Order dated 15th February, 2002, had sanctioned a rehabilitation scheme of the said NTCL and gave approval to said NTCL for selling of its assets, including the said Mother Property.
- C.** Thereafter, for the purpose of selling the said Mother Property, said NTCL had published a tender notice dated 21st June, 2007 and invited tenders from intending purchasers of the said Mother Property.
- D.** In response to the abovementioned tender notice, one Metro Heights Private Limited (**MHPL**) submitted its offer for the purchase of the said Mother Property and became the highest bidder thereof. The said NTCL accepted the offer of said MHPL vide a letter dated 21st October, 2007.
- E.** Consequently, by virtue of an Indenture of Sale dated 16th May, 2008, registered at the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, CD Volume No. 5, at Pages 3150 to 3170, being Deed No. 03233 for the year 2008, said NTCL, sold, conveyed and transferred the said Mother Property in favour of said MHPL for consideration mentioned therein, free from all encumbrances.
- F.** By virtue of the abovementioned sale, said MHPL became the sole and absolute owner of the said Mother Property and accordingly, mutated its name in the records of the Rishra Municipality being allotted a new Premises No. 17/8/1, Dinen Bhattacharya Sarani as well as in the records of the concerned Block Land and Land Reforms Officer, under L.R. Khatian No. 18785.
- G.** By virtue of a Gift, dated 5th October, 2010, said MHPL gifted, granted and transferred a land measuring 777.8 (seven hundred and seventy seven point eight) square meter equivalent to 11.6280 (eleven point six two eight zero) decimal, more or less, out of the Mother Property to and in favour of Rishra Municipality for widening of municipal road.
- H.** By virtue of an Order dated 1st November, 2011, passed and sanctioned by the Hon'ble High Court at Calcutta in respect of an Amalgamation Scheme, said MHPL was merged and amalgamated with Keventer Projects Limited (being the Promoter herein) and in terms of the said Amalgamation Scheme, all assets, properties, rights, duties, liabilities and obligations of MHPL got transferred and vested upon the Promoter.
- I.** The Promoter applied to Rishra Municipality for separation of remaining portion of the Mother property into four separate plots. Rishra Municipality assessed plots of land being Municipal Holding Nos. 17/8/1, 17/8/2, 17/8/3 and 17/8/4, Dinen Bhattacharjee Sarani vide its letter dated 21.12.2015.
- J.** By virtue of another Deed of Gift, dated 18th February, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016,

at pages 14979 to 14996, being Deed No. 060500690 for the year 2016, the Promoter gifted, granted and transferred a demarcated portion of land measuring 1363.674 (One thousand three hundred and sixty three point six seven four) square meter equivalent to 33.69 (Thirty three point six nine) decimal, more or less, out of the Mother Property to and in favour of West Bengal State Electricity Distribution Company Limited for construction of Sub-Station.

- K.** By virtue of another Deed of Gift, dated 3rd March, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 21512 to 21527, being Deed No. 060500938 for the year 2016, the Promoter gifted, granted and transferred a demarcated portion of land measuring 3423.84 (three thousand four hundred and twenty three point eight four) square meter equivalent to 84.605 (eighty four point six zero five) decimal, more or less, out of the Mother Property to and in favour of Rishra Municipality for development and widening of drain and adjacent Municipal road.
- L.** Thus, the said Promoter became the sole and absolute owner of ALL THAT piece and parcel of land measuring 5201.07 (five thousand two hundred and one point zero seven) square meter equivalent to 128.52 decimal or 3 Bighas 17 Kattahs 14 Chittacks and 11.45 square feet, more or less, being a portion of the Mother Property, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal and mutated its name in the records of the Rishra Municipality.
- M.** Thereafter, by virtue of a Deed of Gift, dated 2nd June, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 53878 to 53894, being Deed No. 060502344 for the year 2016, the Promoter gifted, granted and transferred land measuring 364 (three hundred and sixty four) square meter [equivalent to 9 decimal], more or less, out of the Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani to and in favour of Rishra Municipality.
- N.** In the abovementioned events and circumstances, the Promoter became the sole and absolute owner of the said Larger Property, being land measuring about 4837.07 (four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 decimal or 3 Bighas 12 Cottahs 06 Chittacks and 44.136 square feet, more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, being a portion of the said Mother Property, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, morefully described in **Part-1 of SCHEDULE-A** hereunder for the purpose of building a residential cum commercial project comprising multistoried apartment buildings and commercial units and the said project shall be known as “KEVENTER’S RISHRA PHASE -II”

- O.** Out of the Larger Property the Promoter has earmarked a portion of land measuring about **1025 (One Thousand Twenty Five) square meter** equivalent to 25.33 decimal, more or less, comprised in R.S. Dag Nos. 2683, 2684, 2685 and 2688, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal (herein referred to as the Said Property), more fully described in Part-1A of SCHEDULE-A hereunder for the purpose of building a residential cum commercial block being Block-A out of the said property shall be known as "Said Block"(more fully described in Part-1B of SCHEDULE-A hereunder).
- P.** The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Property on which the Said Block is to be constructed.
- Q.** The Rishra Municipality has granted the commencement certificate/Sanction Plan to develop the project vide approval dated..... bearing registration No. _____ .
- R.** The Promoter has obtained the layout plan, B-232/2018-19 building plan dated 26/12/2018 further revised plan no- B-107/2019-20, dated 04/09/2019 (**Sanctioned Plan**) duly sanctioned by the Competent Authority i.e. Rishra Municipality. The Promoter agrees and undertakes that it shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable.
- S.** The Owner/Promoter intended to construct Four Blocks each containing a single residential building known as Block – A, B, C, & D respectively on the portion of the said premises No. 17/8/2, Dinen Bhattacharjee Sarani, Rishra, Hooghly and accordingly has got sanction building plan from Rishra Municipality.
- T.** Firstly, the Owner/Promoter has decided to construct the Block – A containing an area of consisting of Ground + 4 (Four) storied building to be known as "Block-A" comprised of several independent Apartment and car parking spaces at the portion of the said property.
- U.** In addition to the apartment and car parking spaces, the right of purchasers in the said Block – A, is confined only in common area and facilities reserved for the Block – A building.
- V.** In case the Owner/Promoter abandoned the construction of Block – B, C & D and/or willing to sale the land reserved for construction of Block – B, C & D by demarcating the same from the area of Block – A mentioned herein above to third parties the purchasers of apartments of Block – A, shall not raise any objection thereto.
- W.** In the event, the owner/promoter constructs the Block – B, C, and D at the said larger property all the common area and facilities like roadways, internal pathways and other infrastructure etc. shall be used commonly by Allottee of all apartments of all the blocks being Block A, B, C and D after completion of the project.

The Allottee acknowledges that in the event of such changes being undertaken, the

Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction, if any in the variable proportionate undivided share in the common parts and portions.

Provided that the promoter shall not demand any amount or deposit for providing additional amenities and facilities if any to be provided for the Allottees of all the apartments to be constructed in all the blocks.

- X.** The allottees of apartment of each blocks shall bear maintenance charge for the additional common area and facilities in the said project, if any, provided by the promoter as mentioned hereinabove.
- Y.** Maintenance Organization shall mean an association or society to be formed or a private limited company to be incorporated by the promoter for the common purpose of the said block and/or the apartments thereat. Provided that, subsequently, if Block B, C and D are constructed by the promoter the same shall be maintained by the association or society to be formed or a private company to be incorporated by the promoter for Block - 'A'. The apartment owners shall become the members of the proposed association/society or a private company to be formed or to be incorporated and the same shall be maintained by the association/society/maintenance company formed for maintenance of the Block - A.
- Z.** The Promoter has registered the project under provision of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. _____.
- AA.** The Allottee had applied for an apartment in the Said Block vide application no. _____ dated _____, ___ and has been allotted residential/commercial apartment no. _____, having Carpet Area _____ square feet, on the _____ floor, in the Block No. _____ more particularly described in **Part 2 of Schedule 'A'** below and the layout of the apartment is delineated in Red colour on the Plan annexed hereto along with the right to park ____ (____) medium size Car/Two wheeler in the Open /Covered spaces / mechanical / multi-level Car parking Space and of pro rata share in Common Areas as defined under Clause (m) of Section 2 of the Act.
- BB.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- CC.** The Promoter is desirous to undertake the development of a larger project, name and styled as Keventer's Rishra -II (Said Complex) and commercially exploiting the same in a block-wise manner and therefore has earmarked all that piece and parcel of land admeasuring about 1025 (One Thousand Twenty Five) square meter equivalent to 25.33 decimal, more or less, being a portion of Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, which is a portion of the Larger Property (being the Said Property herein) for the purpose of constructing the Said Block on the Said Property more fully described in Part-1A of Schedule-A consisting of about residential/commercial apartments, shops, covered car parking spaces and two wheeler parking spaces being offered for allotment on the agreed General Terms and Conditions more fully described in Schedule "F" below. It is further clarified that the development of the said larger project shall be at the sole discretion of the Promoter and in that event the Specific Common Areas of the Said Complex mentioned in Part-2 of Schedule E hereunder shall be commonly used by all the apartment owners of the Said Complex. The Allottee unconditionally accepts the same and shall not raise any

objection thereto whatsoever.

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

EE. 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 herein.

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the residential apartments, shops, covered car parking space and two wheeler parking spaces / and the open/covered parking (if applicable) as specified hereinabove and in Part 2 and Part 3 of the Schedule A hereunder.

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

1. TERMS:

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

1.2 Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only. Break-up and description of the Total Price is given hereunder:

Block No.: _____ Apartment No.: _____ Type: _____ Floor: _____	Rate of Apartment (per sq. ft.) Rs. _____/-	Total: Rs. _____	GST Rs. _____
Extra Schedule		Total: Rs. _____	GST Rs. _____

Car Parking Space (Open/Covered)	Price of Parking Space Rs. _____	GST
Two Wheeler Parking Space (Open/Covered)	Price of Parking Space Rs. _____	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment and / or Parking spaces;
- (ii) The Total Price above includes Taxes, (consisting of tax paid or payable by the Promoter by way of G. S. T. or any other similar taxes prevalent at the time of execution of this agreement, in connection with the construction of the Said Block payable by the Promoter, by whatever name called) up to the date of handing over of possession of the Said Apartment and Said Parking Space to the Allottee and the Said Block and common areas within the Said Property to the association of Allottee or the competent authority, as the case may be, after obtaining completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Said Block as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Block by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of the Apartment includes recovery of price of land, construction of not only the Said Apartment, but also the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift excluding deposits to the electrical and other service provider, water line and plumbing, finishing with external paint, marbles or tiles flooring, doors, windows, fire detection and firefighting equipment (if any) in the common areas, maintenance charges as per Clause 11, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, the Said Block and Said Property.

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan") hereunder.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payment of instalments payable by the Allottee by discounting such early payments @....% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, lay out plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule D and Part- 1 of Schedule E** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Said Apartment without the previous written consent of the Allottee as per provisions of the Act: Provided that the promoter may make any such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.

Provided further that the previous written consent of at least two-third of the allottees may not be necessary for implementation of the proposed plans/specifications as disclosed in Agreement executed with the Allottee prior to registration or for any alteration or addition or modification in the sanctioned plans , lay-out plans and specifications of the buildings or common areas in the Real Estate Project which are required to be made by the Promoter in compliance of any direction or order etc. issued by the Competent Authority or Statutory Authority, under any law of the State or Central Government, for the time being in force.

The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Association. Allottee can get the job done through Facility Management /Association. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

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

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- i) The Allottee shall have exclusive ownership of the Apartment.
 - ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas of Said Block is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of Said Block along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas of the Said Block to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - iii) The Total Price includes recovery of price of land, construction of not only the Said Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift excluding the deposit to the electrical service provider, water line and plumbing, finishing with external paint, marbles or tiles flooring, doors, windows, fire detection and firefighting equipment (if any) in the common areas, maintenance charges as per clause 11, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment, the Said Block and Said Property.
 - iv) The Allottee has the right to visit the Said Property site to assess the extent of development of the Said Block and his Apartment with prior permission of the Promoter.
 - v) From the end of 3 (three) months from the date of notice of possession the Allottee shall be liable and pay:
 - (A) regularly and punctually pay the proportionate share of maintenance charges.
 - (B) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as "The Rates and Taxes").
 - (C) The Allottee shall not withhold payment of the same on any account whatsoever.
 - (D) In the event of any default the Allottee shall be liable for payment of interest which is presently at the prime lending rate of State Bank Of India plus 2 per cent p. a. on amounts outstanding and if such default shall continue for a period of 2 months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented.
 - (a) to the discontinuance of services;
 - (b) Prevent usage of the lift and prevent usage of the Amenities/Facilities and/or any other utilities by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
 - (c) Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.

- (d) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
 - (e) In the event of sale and transfer of the Apartment the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.
- 1.9 It is clarified by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Block is an independent, self-contained project covering the Said **Property**.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to the allottees, which it has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages (if any taken by the Promoter) or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Property). If the Promoter fails to pay all or any of the outgoing collected by it from the allottees or any liability, mortgage loan and interest thereon (if any taken by the Promoter) before transferring the apartments to the allottees, the Promoter agrees to be liable, even after the sale of the property, to pay such outgoing 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.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price as prescribed in the Payment Plan (Schedule C) and as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 1.12 The Allottee accepts and confirms that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block. (2) if the area of the Said Block is recomputed by the Promoter or the Promoter integrate/add (notionally or actually) other lands to the Said Property (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein. (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share in Common Portions shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
- 1.13 .If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee either at the time of possession or within a period of 60 days from the date of delivery of possession/deemed date of possession, (wear and tear exempted) the matter shall be referred to the Architect and the decision of the Architect in

this regard shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the Deemed Possession as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAW RELATING TO REMITTANCE:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided 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.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

i) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Block as disclosed at the time of registration of the Block with the Authority and towards handing over the Apartment to the Allottee and the common areas in the Block to the association of the Allottees after receiving the completion certificate/partial completion or both, as the case may be subject to the same being formed and registered as per local law. If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Block within time and/or extended time in such event the Promoter will have the right to return the money with interest which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE SAID BLOCK / SAID APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as per **Schedule D and Part-I of Schedule E** hereunder, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Block in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE SAID APARTMENT

7.1. Schedule for possession of the Said Apartment- The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas of the Said Property to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Said Property in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature

affecting the regular development of the real estate project (Force Majeure). If, however, the completion of the Said Block is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (after deduction of any statutory charges payable to any authority for the time being in force) within 45 (forty-five) days from that date. The Promoter 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 shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the Completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within **2 (two)** months from the date of issue of Completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within **3 (three)** months from the date of issue of Completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Said Block. The Promoter shall hand over the Completion certificate of the Said Block / Apartment to the Allottee at the time of conveyance of the Apartment.

In the event, the concerned municipal authority takes more time to issue completion certificate for any reason, the Promoter shall not be held liable for such delay by purchasers for not giving possession of the apartment within the stipulated time as mentioned herein above and the Promoter shall be entitled to the extension of time for delivery of Possession of the said Apartment.

7.3. Failure of Allottee to take Possession of Said Apartment- Upon receiving a written intimation from the Promoter (Notice of Possession) as per Clause 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay to the Promoter guarding charges inclusive of GST as specified herein per month and the maintenance charges on and from the deemed date of possession till the date, when the physical possession is taken over by the Allottee.

Guarding Charges: In case the Allottee(s) fails or neglects to take possession of his/her Flat as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds that the Allottee(s) fails to pay the entire payment as per the Payment Plan stated in Schedule C of this Agreement, the Allottee(s) shall be liable to pay Guarding Charges @ Rs...../- per month per Flat, irrespective of the size of Flat, from the Deemed Date of Possession till the date when the physical possession is taken by the Allottee(s). Each of the Allottee(s) shall also be required to pay the charges for maintenance and management

of Common-Areas of the Said Property and facilities and applicable municipal rates & Taxes commencing from the Deemed Date of Possession in addition to the Guarding Charges, if any.

7.4 Possession by the Allottee- After obtaining the Completion certificate and handing over physical possession of the Apartments to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Said Property, to the association of allottees or the competent authority, as the case may be, as per the local laws; Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas of the Said Property, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the Completion certificate.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/ withdraw his/her/their allotment in the Said Block as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Said Block without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment and applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

On and from the date of refund of the amount as mentioned in Clauses 7.5 above, this Agreement shall stand cancelled without any further act from the Promoter and/or the Allottee/s and the Allottees shall have no right, title and/or interest on the Said Apartment, the Project/Complex and/or the Said Property or any part or portion thereof, and the Allottees shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the purchaser shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.

For the avoidance of doubt, it is hereby clarified that the Promoters shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottees in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottees (save as provided in this Agreement) or loss in transit.

7.6 Compensation - The Promoter may compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the said project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any Law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Block (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the said project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Block, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the said project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of

delay, till the handing over of the possession of the Said Apartment which shall be paid by the Promoter to the Allottee within 45 (forty- five) days of it becoming due.

7.7 The Promoter has annexed herewith the authenticated Layout Plan for the construction of the Said Block and Common Areas of the Said Property as per **Annex – A**. So far as the Allottee’s Apartment is concerned, the Promoter undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Floor Plan of the Apartment agreed to be purchased by the Allottee is annexed hereto and marked **Annex-B**.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Said Block;
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Block;
- (iii) There are no encumbrances upon the Said Property or the Said Block;
- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Said Block in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Block, Said Property and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Block, Said Property, Said Apartment and Common Areas.
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Property including the Said Block and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas of the Said property to the association of allottees or the competent authority, as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter have 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 Property to the competent Authorities till the completion certificate has been issued and possession of Said Apartment, along with Common Areas of the Said property (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Property and/or the Said Block.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Said Block within the stipulated time disclosed at the time of registration of the Said Block with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said 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;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the said project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed

in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan provided in Schedule C annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee in payment of either the installment or the interest or both under the condition listed above continues for a period beyond 2 (two) consecutive months after the notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 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 Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled without any further act from the Promoter and/or the Allottee/s and the Allottees shall have no right, title and/or interest on the said Apartment, the Project/Complex and/or the Said Land or any part or portion thereof, and the Allottees shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the purchaser shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.

For the avoidance of doubt, it is hereby clarified that the Promoters shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottees in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottees (save as provided in this Agreement) or loss in transit.

- (iv) The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his proportionate share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the block and wholly for the Apartment. Further the Allottee shall be considered under a condition of Default, on the occurrence of the following event: -
 - a) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per Schedule - C, despite having been issued notice in that regard the allottee shall be liable to pay

interest to the promoter on the unpaid amount at the rate specified herein.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price as per para 1.2 under this Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the-completion certificate to the Allottee:

Provided that, in the absence of local law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 (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 Promoter to withhold registration of the Conveyance Deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10.1 Nomination by Allottee with Consent: The Allottee admits and accepts that before execution and registration of Conveyance deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate, assign and/or Transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the total price plus applicable taxes in respect of the said apartment and appurtenances obtain prior written permission of the Promoter and that the Allottee and the nominees shall be bound to enter into a tripartite agreement with the Promoter.

10.2 No Nomination Charges for Parent, Spouse and Children: Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or Transfer only once the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.

11 MAINTENANCE OF THE SAID BLOCK

The Promoter shall be responsible to provide and maintain essential services in the Project for 3 months or till the taking over of the maintenance of the Block by the association of the allottees whichever is earlier from the date of issue of Completion Certificate. The cost of such 3 months' maintenance only has been included in the total price of the Apartment.

After taking over possession and/or after handing over maintenance of the Block to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. In case the formation of the Association is delayed beyond the said period, the Promoter 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 Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- (i) regularly and punctually the proportionate share of maintenance charges;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').
- (iii) The Allottee shall not withhold payment of the same on any account whatsoever.

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 purchasers in the Block on pro-rata basis as specified by the association/the promoter and upon hand over to the association, 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.

11 A:- RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Promoter has the right-

- a) To grant the right of parking space facility, at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing block in this project, the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of running block or in future Blocks on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, Outdoor units , V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the Block or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act there at or there from and to connect and /or replace all common installations facilities and utilities in and for the Said Block to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.
- d) To develop and utilize the open space or spaces surrounding the block or otherwise at the said entire project and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the

Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by the Promoter.

e) To sell Servant's Quarter and/or Storage Rooms on the Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.

f) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open/ covered/stilt/mechanical spaces in the Block [including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee] as may be permitted by law.

g) To develop, transfer and/or alienate any other portion of the Said Larger Property including its segments, and /or Block or any portion thereof.

h) Since the entire Complex will be developed block-wise and this Block is among one of the phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this Block.

i) The Promoter will have the liberty to change the direction of infrastructure services which may be required by allottees to utilize areas in adjoining blocks.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Block or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terrace, will remain the property of the Promoter until said structure of the Block is transferred to the Association.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the applicability of the Defect Liability Clause shall be subject to provisions of clause 7.3 above.

Decision of Architect Final: If any structural work or any other workmanship, quality or provision of service in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter

shall at its own costs rectify the defects.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein. The Promoter shall obtain insurance of this Project and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment Owners, shall form part of the common expenses, proportionate where of shall be borne by the Allottees. After expiry of the Insurance the Association of Allottees shall be responsible for renewing the same.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipment (lifts, generator, motors, etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees / warranties to the allottee or association of allottees as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like external painting etc. which are subject to wear and tear. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase excludes minor hairline cracks on the

external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C (twenty degree Celsius) and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to refer the matter to the Architect of the project who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. Appointment of representative in case of Architect ceases to be associated, out of business or in case of death promoter deserve the right to appoint a person of repute as Architect/Engineer of the project.

13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

The Promoter/Maintenance agency/Association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said 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 Service Areas: The service areas, if any, as located within the Said Block shall be earmarked for purposes such as Parking Spaces and services including but not limited to electric sub-station, transformer, DG set space/s, underground water tank/s, pump room/s, maintenance and service room/s, firefighting pump/s and equipment's (if any), etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services area in any manner whatsoever, other than those earmarked as Parking Spaces and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

15.COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- 15.1 Subject to Clause No. 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block, or the Said 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material, etc. on the facade of the Said Block or anywhere on the exterior of the Said Block or Common Areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior

side of the windows or carry out any change in the exterior elevation or design.

For installation Grills on the windows the design and colour of the same shall be provided by the Architect/Promoter, the allottee shall not be allowed to change the design and colour of the grills. , For installation of the outer unit of Air conditioner the decision of the architect/Promoter has to be followed. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any material in the common passages or staircase of the Said Block. The Allottee shall also not remove any wall of the Said Apartment including the outer and load bearing wall/s of apartment.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall co-operate in the management and maintenance of the Said Block/Complex including the common portions and facilities there at by the Promoter/the Facility Manager/the Association.
- 15.5 The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Facility Manager/the Association for the beneficial common use and enjoyment of the common portions at the Said Block/Complex.
- 15.6 The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Block/Complex and Appurtenances and the Common Portions, from the Date of Possession.
- 15.7 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other Co-Owners. The electric meter/s shall be installed only at the meter space in the Said Block. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building and outside walls of the Said Block save in the manner as be indicated by the Promoter/the Facility Manager/the Association.
- 15.8 The Allottee shall use the Said Apartment (except for Shop/Commercial) for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 15.9 The Allottee shall not sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
- 15.10 The Allottee shall not change/alter/modify the name of the Block/Complex from that mentioned in this Agreement.
- 15.11 The Allottee shall not use or permit to be used the Said Apartment or the Common Portions or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Block/ Complex and/or the neighbouring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights,

comforts or convenience of other occupants of the Block/ Complex.

- 15.12 The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- 15.13 The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association for use of the Common Portions.
- 15.14 The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- 15.15 The Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any and the Common Portions.
- 15.16 The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the Said Apartment (except for shops /commercial)/save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- 15.17 The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 15.18 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Block/Complex in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 15.19 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the block/complex in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the block/complex in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Association.
- 15.20 CABLE/BROADBAND/TELEPHONE CONNECTION: Provisions has been made only for one or two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the

Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.

15.21 The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the Block/Complex. A set of RULES, REGULATIONS AND RESTRICTIONS are listed in schedule- J hereto which may be amended and/or changed by the Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association or in a proper case by an aggrieved Apartment Owner. The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.

15.22 Name of the Complex: Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the complex "Keventer's Rishra-II)" or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the promoter herein on a Block and at the entrances of the Block/Complex. The Allottee(s) in the Block/Complex or proposed association are not entitled to change the aforesaid Complex name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

15.23 The Allottee's liability to pay the taxes outgoings, other charges etc in respect of the Apartment will be always on the Allottee of the said Block and if for any reason respective Recovering Authority has not recovered the same from the Allottee in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest thereon which is presently at the prime lending rate of SBI plus 2% and the Allottee shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottee in writing.

15.24 The Allottee shall also Pay Electricity and other utilities and charges consumed in or relating to the Said Apartment from the date of fit out and/or possession.

15.25 The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s).

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional

structure(s) anywhere in the Said Block after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act/Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Apartment / Block / Complex or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

19. APARTMENT OWNERSHIP ACT,1972(OR THE RELEVANT STATE ACT)

The Promoter has assured the allottees that the Said Block in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 or the relevant state Act. The Promoter showing compliance of various laws/ regulations as applicable in West Bengal.

The Allottee/s hereby appoint the Developer as their true and lawful attorney to execute, obtain and present for registration all the necessary and relevant documents as may be required for the formation of the said Association/Organization on behalf of the Allottee/s.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/ Registrar (.....) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar/ Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and the consequences as mentioned in clause 9.3 (ii) and 9.3 (iii) above shall follow.

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/ Said Block, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment and the Said Block shall equally be applicable to and enforceable against and by any subsequent allottee of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as provided under Schedule C including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allotted.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions here of 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 Rule 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 agrees and confirms to make any payment, in common with other Allottee(s) in Said Block, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Block.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the

Promoter through its authorized signatory at the Promoter's Office, or at some other place in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the Sub-Registrar/ Registrar 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 Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/Speed Post at their respective addresses specified below:

_____Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

Disclaimer: Terms and conditions as mentioned herein are as per contractual understanding between the Parties. It is ensured that such terms and conditions are not in derogation of or inconsistent with the terms and conditions set out herein or the Act and the rules and Regulations made thereunder.

34. RIGHT LIMITED TO SAID BLOCK:

It is agreed by and between the Parties that the right, title and interest of the Allottee shall be restricted to the Said Block save and except the Specific Common Areas of the Said Complex mentioned in Part-2 of Schedule E hereunder which shall be commonly used by all the apartment owners of the Said Complex. The Promoter reserves its right to decide the area of land of the Said Complex at its absolute discretion. If the Promoter decides not to develop the larger project, being the Said Complex, then in that event the Said Property of the Said Block shall be deemed to be the Said Complex, i.e. **“KEVENTER’S RISHRA-II”**.

35. STAMP DUTY AND REGISTRATION CHARGES:

The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges to the statutory authority through the Promoter for registering this agreement.

36. MISCELLANEOUS CHARGES:

In addition to the above, a fixed miscellaneous charge of Rs. _____/- is required to be paid by the Allottee for registration of this Agreement and a further sum of Rs. _____/- is required to be paid by the Allottee for the registration of Conveyance Deed (Miscellaneous Charges). All such Stamp Duty and Registration Charges and Miscellaneous Charges shall be compulsorily paid by the Allottee to the Promoter 15 (fifteen) days prior to the date of execution and registration of this agreement.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter

(1) Signature_____

Name_____

Address_____

At_____ on_____ in the presence of:

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SCHEDULE 'A'

Part 1

DESCRIPTION OF THE "LARGER PROPERTY"

ALL THAT piece and parcel of land measuring about 4837.07 (four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 decimal or 3 Bighas 12 Cottahs 06 Chittacks and 44.136 square feet, more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded as follows:

ON THE NORTH: By Laxmi narayan Cotton Mills.

ON THE SOUTH: By 10 mtr wide Municipal Road .
ON THE EAST: By Dinen Bhattacharjee Sarani
ON THE WEST: Partly by Premises no. 17/8/1, Dinen Bhattacharjee Sarani and partly
by Laxmi narayan Cotton Mill

Part 1A

DESCRIPTION OF THE "SAID PROPERTY"

ALL THAT piece and parcel of land measuring about 1025 (One Thousand Twenty Five) square meter [equivalent to 25.33 decimal or 0 Bighas 15 Cottahs 5 Chittacks and 8 square feet], more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag No.2663, 2671, 2683, 2684, 2685, 2688, 2711, 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, being a portion of Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded as follows:

ON THE NORTH: Partly By Laxmi narayan Cotton Mills and partly by portion of load of larger property .

ON THE SOUTH: By 10 meter wide Municipal Road.
ON THE EAST: By Dinen Bhattacharjee Sarani .
ON THE WEST: Land of larger property

Part 1B

DESCRIPTION OF THE "SAID BLOCK"

ALL THAT piece and parcel of land measuring about **637.94** (Six Hundred Thirty Seven point Ninety Four) square meter [equivalent to 15.76 decimal or 0 Bighas 9 Cottahs 8 Chittacks and 27 square feet], more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag No.2663, 2671, 2683, 2684, 2685, 2688, 2711, 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, being a portion of Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded all round by Said Property.

PART-2

[DESCRIPTION OF APARTMENT]

The Said Apartment, being Residential/Commercial Apartment No. _____, on the _____ Floor in Block No. _____, having carpet area of _____ (_____) square feet, more or less, corresponding to super built-up area of _____ (_____) square feet, more or less, being constructed on the Said Property.

The Said Apartment is shown in the map/plan annexed hereto and marked with RED border

being a part of Schedule B.

PART-3

DESCRIPTION OF SAID PARKING SPACE

The Said Parking Space, being _____ open parking /covered parking for parking medium sized car and right to park _____ two-wheeler, in the Said Property.

SCHEDULE 'B'

The Floor Plan of the Said Apartment is given on the Plan annexed hereto being a part of this Schedule and the Said Apartment is shown therein marked with RED border marked as Annex-B

SCHEDULE 'C' ABOVE REFERRED TO

PAYMENT PLAN

Instalment Payment

Sl. No.	Timeline	Amount Payable
1	At the Time of Application/Allotment (Booking Amount)	10% of the Total Price
2	On registering the Flat Sale Agreement	10% of the Total Price
3	On Completion of foundation of The Block.	10% of the Total Price
4	On Completion of Ground Floor Slab Casting of the Block	10% of the Total Price
5	On Completion of 2nd Floor Slab Casting of the Block	10% of the Total Price
6	On Completion of 3 rd Floor Slab Casting of the Block	10% of the Total Price
7	On Completion of 4th Floor Slab Casting of the Block	10% of the Total Price
8	On Completion of Roof Slab Casting of the Block	10% of the Total Price
9	On Completion of Flooring of the Flat	10% of the Total Price
10	On Possession Notice of the Flat	Balance of Total Price Remaining

Down Payment

Sl. No.	Timeline	Amount Payable
1	At the Time of Application/Allotment (Booking Amount)	10% of the Total Price
2	On registering the Flat Sale Agreement	Balance of the Total Price Remaining

EXTRAS:

- (i) In addition to the Total consideration mentioned in Terms- 1.2 of Schedule-A of the hereto, the Allottee shall also pay to the Owner the following cost and charges before possession or registration of the said unit whichever is earlier unless otherwise specified herein below:
- A. The fees and/or legal charges of the Advocates for preparation of this agreement and the sale deed to be executed in pursuance hereto being Rs...../- @ 0.5% of the total consideration mentioned in Terms- 1.2 of Schedule-A plus the applicable GST thereto out of which one-half is payable at the time of entering into this agreement and balance one-

half is payable at the time of registration of sale deed or possession of the said unit whichever is earlier.

- B. Rs. 1000/- towards his/her/their share of expenses in connection with the formation of the Maintenance Organization / Association plus the applicable service tax thereto.
- C. Rs. _____ @ Rs. 50/- per sq ft on super built up area of the unit towards expenses for obtaining electrical power plus the applicable GST thereto(excluding deposits).
- D. Rs./- @ Rs. 30/- per sq ft on super built up area of the said unit towards cost of generator for supply of backup power to individual unit holders for 1 BHK 300 Watt, 2 BHK 400 Watt and 3 BHK 500 Watt plus the applicable GST thereto.
- E. Maintenance Deposit: The Allottee shall pay to the Promoter an interest free security deposit @...../- (Rupees.....) only of the total Carpet Area. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee on account of maintenance charges or electricity charges, municipal levies and taxes (till the apportionment of the Said Apartment) or any other charges /deposits related to maintenance and/or electricity supply. This deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owner's Association or the maintenance body at the time of handing over the charge of maintenance and management of the Common Areas and facilities of the Said Complex.
- F. Electricity Meter for Common Portions: The Allottee shall pay to the Promoter the proportionate amount of the security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions.
- G. Electricity Meter for Apartment Portions: The Allottee shall pay to the Service provider the security deposit and all other billed charges of the supply agency for providing electricity meter to the his/her apartment Portion.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT). (Specifications)-Apartment

- Structure: RCC framed structure on RCC Foundation. Block/bricks for both external and internal walls.
- Exteriors: Cement plaster, Exterior grade paint.
- Flooring: Ceramic tiles in Bedrooms, Living/Dining.
- Interiors: P.O.P/Putty punning over cement plaster inside flats.
- Kitchen: Anti-skid ceramic tiles on floor; Stone Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.
- Toilets: Anti-skid ceramic Tiles on floor;
- Glazed Ceramic Tiles dado on the walls up to door height;
- Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors:
Main door: Wooden door frames, Solid core flush shutters with lock and magic eye, Outside and inside finish with paint.
Bedroom doors: Painted wooden door frames, Solid core flush shutters with paint finish.

Bathroom: PVC door frame & shutter.

- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal concealed plumbing.

SCHEDULE 'E'

Part-1

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID BLOCK)

Power Back-up: Emergency power backup for Common Area Lighting and lift in the Said Block. Emergency power backup of 300 watt for 1bhk,400 watt for 2bhk and 500 watt for 3bhk. in each flat for Lights and Fans. Choice of component is at the sole discretion of the Promoter in case there are multiple options.

Common & Lobby Area:-

Flooring: - Tiles in lobbies on all floors. Cement Flooring in Covered Car Park. Paver Block/ Bituminous Surface/Exposed concrete surface in drive ways.

Interiors: - Painting over P.O.P/ Putty punning on cement plaster in common areas.

Stairs: Indian Patent Stone Flooring; MS/Brick/RCC railing.

Lift Facia: Vitrified Tiles in ground floor lobby.

Roof: Waterproofed.

PART 2

SPECIFIC COMMON AREAS (WHICH ARE COMMON TO THE SAID COMPLEX)

1. Common internal roads and pathways.
2. Underground water reservoir.
3. Common Toilets on the Ground Floor.

Part-3

SPECIFIC COMMON AREAS (WHICH ARE PART OF THE SAID BLOCK)

1. Overhead Water Tank.
2. Mumty.
3. Lift Machine Room.
4. Open Area on the roof.
5. Lobbies.
6. Staircases.
7. Septic Tank.

SCHEDULE 'F'

[GENERAL TERM AND CONDITIONS]

1. Commercial Units/Shops: The Promoter has decided to construct several units/shops for commercial use in the Said Property and for transferring the same to the intending allottees at such price and on such terms and conditions which the Promoter in its sole discretion may deem fit and proper. The allottees of the commercial units shall be entitled to enjoy the facilities and convenience of the Specific Common Area of the Said Complex and other Common Areas as may be decided by the Promoter in its sole discretion. The Allottee hereby agrees and accepts the same unconditionally and shall not, under any circumstances, raise any objection or hindrance thereto.
2. The Allottee hereby agrees and confirms that unallotted Parking Space/s at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/use/transfer such right of the Said unallotted Parking Space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper.
3. The allottees of the Unallotted Parking Space/s (UPS) shall have the right to use the common amenities and facilities at the Said Complex as be attributable and appurtenant to the Said Parking Space only. The UPS shall also have the right of ingress and egress by use of the driveways from the entrance leading to the Parking Space and also the right to use the following at the Said Complex: -
 - (a) Common Toilets on the Ground Floor.
4. Appurtenant to the Said Parking Space. The right to use the amenities and facilities shall be available for use in common by all the allottees and/or occupiers of apartments in the Said Complex. It is further clarified that the UPS shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any Common Areas of the other blocks other than that which has been specifically mentioned herein. The UPS shall be required to join the Association formed for maintenance and upkeep of the Said Complex/Said Block which can be a joint association in common with all the Blocks of Keventer's Rishra Phase-II. The UPS shall become a member of the Association and shall have voting rights only in matters related to the usage of Said Parking Space. The Association shall also involve the UPS and take his/her consent in all matters related to the usage of Said Parking Space only and for no other matter. In this regard the UPS shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The allottees irrevocably authorize and empower the Promoter to take appropriate steps on behalf of the UPS for the formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Said Parking Space. The UPS before any transfer of his right or leasing out the Said Parking Space shall have to seek a No-objection Certificate (NOC) on payment of applicable charges as per rules framed by the Association. The UPS, subject to provisions of applicable law/rule shall ensure that the subsequent UPS becomes a member of the Association and pays the required maintenance charges and deposits towards the maintenance corpus fund to the Association.
5. Rights Confined to the Said Apartment And Appurtenances: The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and Appurtenances and that the Promoter shall at all times be

entitled to deal with and dispose of all other Apartments and portions of the Said Block and the Said Complex in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

6. Right of Connect Existing Roads to Future Roads: The Allottee declare and confirm that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Property with right to connect the same to new roads and passages, if any to be developed in future within the Said Complex and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.

7. Completion of Sale: The Sale in respect of the Said Apartment and Appurtenances shall be completed by execution and registration of Conveyance Deed in favour of the Allottee provided the Allottee tenders and pays in time the Total Price and extra charges and all other amounts required to be paid by the Allottee as per the terms herein recorded. The Allottee shall be bound to have the Conveyance deed of the Said Apartment And Appurtenances executed and registered on or before the Deemed Date Of Possession, failing of which, exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Allottee, although the Allottee shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. Till execution and registration of the proposed deed of Sale/Conveyance in respect of the Said Apartment and Appurtenances, the Allottee herein shall not be entitled to any right, title or interest in respect of the said Apartment and Appurtenances.

8. Roof: The ultimate roof of the Said Block shall mean the roof which will be for the common use of all the allottees of the Said Block. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or Common Areas of the Said Complex at its sole discretion.

9. The Promoter shall be entitled to secure the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

10. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

11. The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved

shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

12. The Possession Date has been accepted by the Allottee. 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 preponement of his/her payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction.

13. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances at its discretion as it may deem fit and proper.

14. If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects.

However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the Deemed Possession as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Said Complex or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottees/persons in the Said Apartment. The Allottee is/are aware that the Said Block is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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

Sealed, signed and delivered by the

PROMOTER AND ALLOTTEE in presence of:

Witnesses:

1.

2.

PROMOTER

ALLOTTEE

Drafted by

Advocate

Identified by:

Name: _____

S/o. _____

Address: _____

P.O. _____, P.S. _____

PIN- _____, Occupation: _____

MEMO OF CONSIDERATION

Received from the Allottee the said sum of Rs. _____/- (Rupees _____) only
being the part payment of the Total Price as given below:

Mode	Date	Bank	Amount (in Rs.)
Total:			_____/-

Witness:

1.

2.

PROMOTER