

THIS AGREEMENT FOR SALE is made on _____ day of _____, Two Thousand Nineteen A.D.

BETWEEN

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD., a company incorporated under the provisions of Companies Act, 1956, having its registered office at Ground floor, at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, **PAN No.AADC8880D**, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Indian, residing at 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700048 (formerly 12/61, P. C. Ghosh Road, Police Station - Lake Town, Kolkata - 700048), **PAN no.ALUPS7185H**, hereinafter called the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the

AND

1) MR., son of by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., and **2) MRS.**, wife of Sri, by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., both residing at, P.O.-, P.S. -, Kolkata - 700, hereinafter jointly called the "**PURCHASERS/ALLOTTEE**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, representatives, executors, administrators, successors and assigns) of the **SECOND PART.**

The Vendor and Purchaser/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 Ben. 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.

A. **WHEREAS** by Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 322 to 331, as Being No.2742 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein, togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred being the property i.e. ALL THAT piece or parcel of land, measuring area 12 (twelve) Cottahs, more or less, being Plot No.F, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 4 (four) cotthas 9 (nine) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) Cottahs 10 (ten) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(p), measuring area 2 (two) Cottahs 1 (one) chittaks 0 (zero) square feet, more or less, and R.S. Khatian No.29 R.S. Dag No.1280(p), measuring area 1 (one) cottha 11 (eleven) chittaks 35 (thirty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faavour of Sri Uttam Adhikary and Sri Gautam Adhikary, jointly being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.11/1, Nandan Kanan Main Road, in Ward No.17.

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof, as Being No.07988, for the year 2014, the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, jointly sold, conveyed and transferred their inter-alia property ALL THAT piece or parcel of danga land, measuring area 2 (two) Cottahs 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being portion of Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road, in Ward No.17, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) Cottah 10 (ten) chittaks 7 (seven) square feet, more or less, **AND** R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, in favour of **BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Ground floor, 'Nilkusum Apartment' at Premises No.932A/83, Jessore Road, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjana Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048, the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS the said Sri Uttam Adhikary and Sri Gautam Adhikary, are joint owners of remaining and/or interalia land i.e. ALL THAT piece or parcel of proposed Bastu land as per ROR danga land, measuring an area 3 (three) Cottahs 11 (elven) chittaks 24 (twenty four) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No.A (formerly out of Plot 'F') lying and situated portion of Municipal Holding No. 11/1, Nandan Kanan Main Road, in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 2 (two) Cottahs 14 (fourteen) chittaks 43 (forty three) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659, measuring area 0 (zero) cottahs 12 (twelve) chittak 26 (twenty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, Additional District Sub-registrar Barasat, each having undivided one-equal half part or share in the aforesaid property.

AND WHEREAS by a registered Deed of Gift dated 13th day of March 2018, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, recorded in Book No. I, Being No. 2653 for the year 2018, the said Sri Uttam Adhikary, the Donor therein, conveyed and transferred for love and affection in favour of his brother viz; the said Sri Gautam Adhikary, being the property *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *undivided one-equal half part or share of the land/property mentioned in the First Schedule, half share measuring an area* 01 (one) cotthas 13 (thirteen) chittaks 35 (thirty five) square feet, more or less out of total land measuring an area 3 (three) Cotthas 11 (elven) chittaks 24 (twenty four) square feet, more or less and togetherwith tin shaded structure measuring area 100 (one hundred) square feet, more or less out of total area 200 (two hundred) square feet, more or less, being Plot No. A (formerly out of Plot No. F) lying and situated at portion of Municipal Holding No.11/1, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North. *Details Dag No.; Khatian No.; Area of land and structure are given below:-*

R.S. Dag No.	Khatian No.	Total Area	Gifted Area of land of land
		K - Ch - Sq.ft	K - Ch - Sq.ft
1277 (P)	29	02 - 14 - 43	01 - 07 - 22
1277/1659(P)	29	00 - 12 - 26	00 - 06 - 13
			01 - 13 - 35

morefully and parfticularfly described in the Schedules thereunder written.

AND WHEREAS by virtue of the said Deed of Gift, Sri Gautam Adhikary, absolute owner and absolutely seized and possessed or or otherwise well and sufficiently entitled to the property, ALL THAT piece or parcel of proposed Bastu land as per ROR danga land, measuring an area 3 (three) Cottahs 11 (elven) chittaks 24 (twenty four) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No.A (formerly out of Plot 'F') lying and situated portion of Municipal Holding No. 11/1, Nandan Kanan Main Road, in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 2 (two) Cottahs 14 (fourteen) chittaks 43 (forty three) square feet, more or less, AND R.S. Khatian No.29 under R.S. Dag No.1277/1659, measuring area 0 (zero) cottahs 12 (twelve) chittak 26 (twenty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, Additional District Sub-registrar Barasat and thereafter mutated his name in the records of Madhyamgram Municipality being Municipal Holding No. 11/1, Nandan Kanan Main Road.

AND WHEREAS by Cobala written in Bengali dated 10/08/1984, registered in the office of the Additional District Registrar Barasat, 24-Parganas (North), recorded in Book No.1, Volume No.19, at Pages 313 to 321 Being No.2741 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein, togertherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred being the property i.e. ALL THAT piece or parcel of land, measuring area **10 (ten) Cottahs**, more or less, being Plot No.G, lying and situated in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 01(one) cottha 05(five) chittaks 00 (zero) square feet, more or less, AND R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 04(four) Cottahs 00(zero) chittak 20(twenty) square feet, more or less, AND R.S. Khatian No.29 under R.S. Dag No.1276(P), measuring area 04(four) Cottahs 10(ten) chittaks 25(twenty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Gautam Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No. 11, Nandan Kanan Main Road, in Ward No.17.

AND WHEREAS after the aforesaid sale deed vide No. 07988 for the year 2014 and also Deed of Gift vide No.2653 for the year 2018 mentioned as aforesaid, the said Sri Gautam Adhikary, became sole and absolute owner of the property and absolutely seize and posses of or otherwise well and sufficiently entitled to the property being *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *measuring area **11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less, being Plot No. A, B & B-1 (formerly out of Plot No. F and G)***, lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now

25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North. *Details Dag No.; Khatian No.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276 (P)	29	04 - 10 - 25
	Total	11 - 00 - 04

AND WHEREAS by a Deed of Conveyance, Dated, 5th day of March, 2018, registered at the office of the Additional Registrar of Assurances - IV, Kolkata, recorded in Book No.I, Volume No.1904-2018, at Pages No.124031 to 124059 thereof as Being No.190402760, for the year 2018, the vendor herein purchased the said property *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *measuring an area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less and togetherwith tin shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G)* lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now 25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North togetherwith easement right ingress and egress to the said property, and *details Dag Nos.; Khatian Nos.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276(P)	29	04 - 10 - 25
	Total	11 - 00 - 04

from the said Sri Gautam Adhikary, the vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS the said Sri Gautam Adhikary subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof as Being No.07988, for the year 2014, the party of the First part herein purchased the said property *ALL THAT* piece or parcel of bastu land, measuring area 2 (two) Cotthas 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) cottha 10 (ten) chittaks 7 (seven) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS by virtue of the said four deeds the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, became sole and absolute owner of the property being *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *measuring an area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less, Plot No. A, B and B-1 (formerly out of Plot No. F and G)* lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now 25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North togetherwith easement right ingress and egress to the said property, and *details Dag Nos.; Khatian Nos.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276(P)	29	04 - 10 - 25
	Total	11 - 00 - 04

And thereafter the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, mutated its name in the record of the Madhyamgram Municipality and obtained a one Municipal Holding No.11/3, Nandan Kanan Main Road, in Ward No.25 (formerly 17), and also mutated its named in the record of the Block Land and Land Reforms Office at Barasat obtained new Khatian No.4076.

AND WHEREAS the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal Holding No.11/3, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and the same being duly sanctioned by the Madhyamgram Municipality vide sanctioned building plan No.COM-56/MM/2019-2020, dated 24-07-2019.

AND WHEREAS the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD thereafter started construction of a Multi-storeyed building known as "**POROSHPATHOR REGENCY**", in **Block 'D'**, hereinafter referred as 'SAID BUILDING', lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25 (formerly 17), within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, therefor containing several self contained Flats, shops/commercial space, garages, Carparking spaces and other spaces therein.

- B. **AND WHEREAS** The Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A'**, **Block - 'B'**, (already completed) and **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, under construction or to be constructed, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the title, title of the Vendor to the project is to be constructed as **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, whereas **Block - 'A'** and **Block - 'B'** have already been completed in the said project/complex.
- D. The Vendor have duly intimated to the Madhyamgram Municipality about commencement of construction of the Project vide its letter dated 31-07-2019.

- E. The Vendor has obtained the layout plan, sanctioned plan, specifications and approvals for the Project (including for the Said Apartment and the Said Building from the competent authority), which is presently being developed as a phase (Phase 2) of the Whole Project (defined as above).The Vendor agrees and undertakes that it shall not make any changes to approved plans of the Projects except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Vendor has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____under Registration No. _____.
- G. The Purchaser/Allottee had applied for an apartment in the Project vide application no._____ dated _____ and has been allotted Residential Apartment No._____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less, and corresponding built-up area (.....) square feet, more or less, being more particularly described in **Third Schedule** below and the layout of the apartment is delineated in RED colour on the Plan annexed hereto and marked as Annexure "A" ("Said Apartment") in **Block/Building No.D**, ("Said Building") together with the right to park in the parking space/s more particularly described in Third Schedule below (Said Parking Space) and together with pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Estate Project being described in FOURTH SCHEDULE below (common Areas") and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the Said Parking Space (if any),the Share In Common Areas and the Land Share, collectively described in Second Schedule below (collectively "Said Apartment And Appurtenances").
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Project as disclosed by the Vendor are briefly stated below-
- (i) The Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A'**, **Block - 'B'**, **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, being constructed on the Property, constitute the Project in accordance with the provisions of the Act and Rules. The Project is being constructed and developed upon a portion of the Property, more particularly described in Second Schedule below ("Project Property").
- (ii) The conceptual layout of the development on the Property/complex could be finally developed by the Vendor at its sole discretion as may be possible under the relevant /applicable laws.
- (iii) The Vendor is undertaking the development of the said project in a phase-wise manner as mentioned hereinabove.
- (iv) Apart from the said Project, the Vendor proposes to develop in one or more phases other buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Property ("Other Residential Component") and the portion of the Property upon which the Other Residential Component shall be developed in such manner as the Vendor may in its sole discretion deem fit.
- (v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("Other Residential Exclusive Amenities") and which may

exclusively be made available to and usable by such person(s) as the Vendor may in its sole discretion deem fit including the Purchaser/Allottees of the Other Residential Component and, may not be available to the Purchaser/Allottee or any other Purchaser/Allottees/occupants of apartments/flats in the Project.

- (vi) The Vendor is entitled to amend, modify and/or substitute the proposed future and further development of the Property of *ALL THAT* piece or parcel of Bastu land, land *measuring an area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G)*, lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, in Block 'D', comprising of Five-storied residential building, in the north-eastern side of the complex, described in the Second Schedule hereunder written, subject to the necessary permission/sanction being granted by the Madhyamgram Municipality and all other concerned authorities.
- (vii) The Purchaser/Allottee agrees that the Vendor shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchaser/Allottee/s of such apartments/flats and to the exclusion of other Purchaser/Allottee/s in the Project ("Limited Areas And Facilities"). The Purchaser/Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Purchaser/Allottee in the Said Apartment And Appurtenances and as more particularly described in **Third Schedule** hereunder written. The Purchaser/Allottee agrees to not use the Limited Areas And Facilities identified for other Purchaser/Allottee/s nor shall the Purchaser/Allottee have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Purchaser/Allottee/s and/or the usage thereof.
- (viii) The Common Areas in the Project that may be usable by the Purchaser/Allottee and other Purchaser/Allottee/son a non-exclusive basis are listed in **Fourth Schedule** hereunder written.
- (ix) The common areas, facilities and amenities in the Whole Project that may be usable by the Purchaser/Allottee and other Purchaser/Allottee/ in the Whole Project on a non-exclusive basis ("Whole Project Included Amenities") mentioned in Fourth Schedule hereunder written. The Purchaser/Allottee agrees and accepts that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Whole Project.
- (x) The Purchaser/Allottee agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Vendor only upon completion of the Project in all respects.
- (xi) The Vendor shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Madhyamgram Municipality and all other concerned authorities, and construct additional built-up area - (i) by way of additional apartments and/or additional floors on the Said Building; and/or(ii) additional buildings on any part of the remaining portion of the Property. For the purpose aforesaid, the Vendor will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Purchaser/Allottee hereby irrevocably agrees and gives his/her/its express consent to the Vendor for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be

considered to be the Purchaser/Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Purchaser/Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Vendor whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Purchaser/Allottee hereby agrees to give all facilities and co-operation as the Vendor may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Vendor to complete the development smoothly and in the manner determined by the Vendor. It is expressly agreed by the Parties that the Vendor will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Vendor as aforesaid.

- (xii) The Purchaser/Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Vendor and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Vendor is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample Apartment, other than as expressly agreed by the Vendor under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned building plan and the same may differ from the height of the sample apartment/flat constructed by the Vendor.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Second Schedule**.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser/Allottee/ and the Purchaser/Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, described in **Third Schedule** below.
- 1.2 The Total Price payable for the Said Flat/Apartment And Appurtenances is more particularly mentioned in the **Third Schedule** hereunder written.

Explanation:

- (i) The Total Price includes the booking amount paid by the Purchaser/Allottee to the Vendor towards the Said Apartment And Appurtenances.
- (ii) In addition to the Total Price, the Purchaser/Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of G.S.T., and all other levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including G.S.T. and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said

Apartment And Appurtenances, shall be borne and paid by the Purchaser/Allottee alone and the Vendor shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.

- (iii) The Vendor shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated above and the Purchaser/Allottee shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Purchaser/Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- 1.3 The Total Price is escalation-free, save and except escalations/increases which the Purchaser/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Vendor shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Purchaser/Allottee.
- 1.4 The purchaser/Allottee shall make the payment as per the payment plan set out in "**Payment Plan/Payment Schedule**" hereunder written.
- 1.5 The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee by the Vendor.
- 1.6 It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Vendor at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Seventh Schedule** (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 Purchaser/Allottee as per the provisions of the Act. Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act. The Vendor shall take prior approval of the Purchaser/Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.7 The Vendor shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Said Building is complete and the completion certificate is granted by the competent

authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is reduction in the carpet area then the Vendor shall refund the excess money paid by the Purchaser/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 Purchaser/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 the Purchaser/Allottee, the Vendor shall demand additional amount from the Purchaser/Allottee towards the Total Price, which shall be payable by the Purchaser/Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Vendor/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

- 1.8 Subject to Clause 9.3 of this Agreement, the Vendor agrees and acknowledges that the Purchaser/Allottee shall have the following rights to the Said Apartment And Appurtenances:
- (i) The Purchaser/Allottee shall have exclusive ownership of the Said Apartment.
 - (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas of the Project (described in **Fourth Schedule** below). Since the share/interest of the Purchaser/Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas of the Project along with other occupants/Purchaser/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the Common Areas of the Project (described in **Fourth Schedule**) to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
 - (iv) The Purchaser/Allottees has the right to visit the Project site to assess the extent of development of the Project and his/her apartment, subject to prior consent of the Project engineer/Manager/site incharge and complying with all safety measures while visiting the site.
- 1.9 It is made clear by the Vendor and the Purchaser/Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Purchaser/Allottees as expressly mentioned in this Agreement.
- 1.10 The Vendor agrees to pay all outgoing before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outgoing collected by it from the Purchaser/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser/Allottees, the Vendor agrees to be liable, even after the transfer 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 Purchaser/Allottee has paid a sum equivalent to% (..... percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes

token amount/any advances paid at the time of application, the receipt of which the Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the **Payment Plan/Payment Schedule**, mentioned hereunder, as may be demanded by the Vendor within the time and in the manner specified therein Provided that if the Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **PAYMENTS:**

- 2.1 Subject to the terms of this Agreement and the Vendor abiding by the construction milestones as expressly mentioned in this Agreement, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Vendor payable at Kolkata.
- 2.2 The Vendor shall be entitled to securities the Total Price and other amounts payable by the Purchaser/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 transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Purchaser/Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Vendor, the Purchaser/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.
- 2.3 In the event of the Purchaser/Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Vendor shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchaser/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 Vendor under this Agreement and in no event the Vendor shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/Allottee from such bank/ financial institution.
- 2.4 The timely payment of all the amounts payable by the Purchaser/Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Vendor to the Purchaser/Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Vendor demonstrating dispatch of such intimation to the address of the Purchaser/Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Vendor upon the Purchaser/Allottee, and non-receipt thereof by the Purchaser/Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 In the event of delay and/or default on the part of the Purchaser/Allottee in making payment of any G.S.T. or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Vendor under this Agreement or under applicable law, the Vendor shall be entitled to adjust against any subsequent amounts received from the Purchaser/Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

- 3.1. The Purchaser/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 Vendor with such permission, approvals which would enable the

Vendor 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 Purchaser/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

The Purchaser/Allottee authorizes the Vendor to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Said Apartment And Appurtenances, if any, in his/her name and the Purchaser/Allottee undertakes not to object/demand/direct the Vendor to adjust his/her payments in any other manner.

5. **TIME IS ESSENCE:**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project, described in the Fourth Schedule below to the association of Purchaser/Allottees, upon its formation and registration.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

- 6.1 The Purchaser/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 provided in this Agreement, which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Vendor 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 Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Seventh Schedule** of this Agreement.
- 6.2 The Purchaser/Allottee agrees, accepts and confirms that the Vendor is entitled to the rights and entitlements in this Agreement including as stated in this Clause in accordance with what is stated at Recitals hereinabove.

- 6.2.1 The Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Project and the Other Residential-commercial Component may be permissible in the manner more particularly detailed at Recitals hereinabove. The Vendor shall be entitled to develop the Property as the Vendor deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/Allottee has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Vendor in this regard.
- 6.2.2 The Vendor has informed the Purchaser/Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Property. The Vendor has further informed the Purchaser/Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/Allottee along with other Purchaser/Allottee/s of flats/units/apartments in the Said Building and/or the Project and/or in the Whole Project, and the Purchaser/Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/Allottee of flats/units/apartments in the Project including the Purchaser/Allottee/s herein and the proportion to be paid by the Purchaser/Allottee shall be determined by the Vendor and the Purchaser/Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/Allottee nor any of the Purchaser/Allottee/s of flats/units/apartments in the Project shall object to the Vendor laying through or under or over the land described in **First Schedule** and **Fourth Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Property.
- 6.2.3 The Purchaser/Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Project (specified in **Fourth Schedule**) and the Whole Project Included Amenities (specified in Fourth Schedule below) in common with other Purchaser/Allottee/s and users in the Project and the Whole Project and the Vendor and its contractors, workmen, agents, employees, personnel and consultants. The Purchaser/Allottee is also aware that the Vendor shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Vendor may in its sole discretion deem fit including the Purchaser/Allottees/occupants of the Other Residential Component shall not be available to the Purchaser/Allottee or any other Purchaser/Allottees/occupants of apartments/flats in the Project.
- 6.2.4 The Whole Project Included Amenities and any other areas as may be designated by the Vendor including common open areas, common landscapes and driveways etc. in/on the Whole Project/Property shall be an integral part of the layout of the development of the Whole Project and the Property and neither the Purchaser/Allottee nor any person or entity on the Purchaser/Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- 6.2.5 The Purchaser/Allottee shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Building and/or the Project and/or the Other Residential Component and/or the Whole Project.

7. **POSSESSION OF THE APARTMENT:**

- 7.1. Schedule for possession of the Said Apartment - The Vendor agrees and understands that timely delivery of possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project to the association of Purchaser/Allottees (upon its formation and registration) is the essence of the Agreement. The Vendor assures to hand over possession of the Said Apartment, described in the **Third Schedule** below along with ready and complete Common Areas of the Project as specified in the **Fourth Schedule** below

with all specifications (as provided in **Seventh Schedule** below) in place on or before October, 2023 for **Block 'D'** of the complex 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 Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/Allottee the entire amount received by the Vendor from the allotment within 45 days from that date. The Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession Date has been accepted by the Purchaser/Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Purchaser/Allottee undertakes(s) and covenants (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser/Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 7.2. **Procedure for taking possession** - The Vendor, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Purchaser/Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on **Fifth Schedule** below) as determined by the Vendor/association of Purchaser/Allottees, as the case may be from the date of the issuance of the completion certificate for the Project or from the date of issuance of the Possession Certificate to the purchaser/allottees. The Vendor shall hand over the photocopy of completion certificate of the Project to the Purchaser/Allottee at the time of conveyance of the same.
- 7.3. **Failure of Purchaser/Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Vendor as mentioned in Clause 7.2 above, the Purchaser/Allottee shall take possession of the Said Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Said Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in Clause 7.2 above, such Purchaser/Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.
- 7.4. **Possession by the Purchaser/Allottee** - After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Project to the Purchaser/Allottees, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including Common Areas of the Project (as specified in **Fourth Schedule** below), to the association of Purchaser/Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including Common Areas of the Project (as specified in Fourth Schedule below) to the association of Purchaser/Allottees within thirty days after formation and registration of the association of Purchaser/Allottees.

7.5. **Cancellation by Purchaser/Allottee** - The Purchaser/Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Vendor subsequently selling and transferring the Said Apartment and Appurtenances to another Purchaser/Allottee and receipt of the sale price thereon, the Vendor shall after adjusting the booking amount, refund to the Purchaser/Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another Purchaser/Allottee and the purchase price of the Purchaser/Allottee, if the current sale price is less than the purchase price. The Purchaser/Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor. Upon the termination of this Agreement, the Purchaser/Allottee shall have no claim of any nature whatsoever on the Vendor and/or the Said Apartment And Appurtenances and the Vendor shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. **Compensation** - The Owner shall compensate the Purchaser/Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Vendor on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor shall be liable, on demand to the Purchaser/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Vendor in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Vendor shall pay the Purchaser/Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Vendor to the Purchaser/Allottee within forty- five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

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

- (i) The Vendor have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the landed Property for the Project.
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

- (iii) There are no encumbrances upon the said land or the Project Property or the Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land.
- (v) Required approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Project and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Apartment, the Said Building and Common Areas of the Project till the date of handing over of the Project to the association of Purchasers/allottees.
- (vi) The Vendor 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 Purchaser/Allottee created herein, may prejudicially be affected;
- (vii) The Vendor have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the Said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Purchaser/Allottee and the Common Areas of the Project to the association of Purchaser/Allottees, upon the same being formed and registered;
- (x) The Project 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 Project;
- (xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Project (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchaser/Allottees or not;
- (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 Project Property) has been received by or served upon the Vendor in respect of the Project.

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

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

- (i) Vendor fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Seventh Schedule** of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Vendor business as a Vendor 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 Vendor under the conditions listed above, Purchaser/Allottee is entitled to the following:

- (i) Stop making further payments to Vendor as demanded by the Vendor. If the Purchaser/Allottee stops making payments the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any interest; or
- (ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Purchaser/Allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances; Provided that where an Purchaser/Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, 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 Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

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

- (i) In case the Purchaser/Allottee fails to make payment to the Vendor as per the Payment Plan mentioned hereunder written, despite having been issued notice in that regard, the Purchaser/Allottee shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Vendor in this regard, the Vendor, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Purchaser/Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Vendor subsequently selling and transferring the Said Apartment and Appurtenances to another Purchaser/Allottee and receipt of the sale price thereon, the Vendor shall after adjusting the booking amount, refund to the Purchaser/Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Purchaser/Allottee shall have no claim of any nature whatsoever on the Vendor and/or the Said Apartment and Appurtenances and the Vendor shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

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

The Vendor, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in 'payment plan' under the Agreement) from the Purchaser/Allottee, shall execute a conveyance deed drafted by the Vendor legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Purchaser/Allottee:

However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges and legal fees within the period mentioned in the notice, the Purchaser/Allottee authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and legal fees and the Purchaser/Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

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

The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Purchaser/Allottees upon the issuance of

the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Purchaser/Allottee to the Vendor from the date of obtaining completion certificate till handover of maintenance of the Project to the association of Purchaser/Allottees and thereafter to the association of Purchaser/Allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottees of the Project including those mentioned in Fifth Schedule below ("Common Expenses/Maintenance Charges").

12. **DEFECT LIABILITY:**

12.1 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 Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser/Allottee from the date of obtaining the completion certificate, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Vendor shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/Allottee and/or any other Purchaser/Allottees in the Project 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 Purchaser/Allottee and/or any other Purchaser/Allottee/person in the Project and/or the Whole Project and/or the Property. The Purchaser/Allottee is/are aware that the Said Building 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 Building 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 Vendor's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/Allottee and/or the association of Purchaser/Allottees shall have no claim(s) of whatsoever nature against the Vendor in this regard

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

The Vendor/maintenance agency/association of Purchaser/Allottees shall have rights of unrestricted access of all Common Areas of the Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchaser/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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser/Allottees formed by the Purchaser/Allottees for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

- 15.1. Subject to Clause 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, 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 belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- 15.2. The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/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 Building. The Purchaser/Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- 15.3. The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchaser/Allottees and/or maintenance agency appointed by association of Purchaser/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 In addition to the aforesaid, the Purchaser/Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Eight Schedule** below.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
The Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.
18. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Vendor executes this Agreement he shall not mortgage or create a charge on the 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 Purchaser/Allottee who has taken or agreed to take such Apartment.
19. **APARTMENT OWNERSHIP ACT:**
The Vendor has assured the Purchaser/Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Vendor showing compliance of various laws/ regulations as applicable in the said Act.
20. **BINDING EFFECT:**
Forwarding this Agreement to the Purchaser/Allottee by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/Allottee until, firstly, the Purchaser/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 Purchaser/Allottee and secondly, appears for registration of

the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Vendor. If the Purchaser/Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest after deducting Legal and incidental charges or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and 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/ plot/building, as the case may be.

22. **RIGHT TO AMEND:**

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

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

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

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

- 24.1. The Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchaser/Allottees.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/Allottee, in after the Agreement is duly executed by the Purchaser/Allottee and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Purchaser/Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser/Allottee and the Vendor 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 Vendor or the Purchaser/Allottee, as the case may be.

30. **JOINT PURCHASER/ALLOTTEES:**

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Vendor to the Purchaser/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 Purchaser/Allottees.

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

34. **DISCLAIMER:**

Any thing stated in the above paragraph or points is not contrary to the WBHIRA Act & Rules.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Bastu land, land measuring an area **11(eleven) Cottahs 00 (zero) chittak 04(four) square feet**, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G), lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

- ON THE NORTH** :R.S. Dag No. 1276(P) and 1277(P)
ON THE SOUTH :20' feet wide Nandan Kanan Main Road.
ON THE EAST :R.S. Dag No. 1276(P) & 1277/1659(P)
ON THE WEST :Poroshpathor Regency Housing Complex.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT proposed Multi-storeyed brick-built messuage tenement hereditament and premises and/or building in **Block 'D', TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "**POROSHPATHOR REGENCY**" in **Block - 'D'**, containing area **11 (eleven) Cottahs 00 (zero) chittak 04(four) square feet**, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G), lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

- ON THE NORTH** :R.S. Dag No. 1276(P) and 1277(P)
ON THE SOUTH :20' feet wide Nandan Kanan Main Road.
ON THE EAST :R.S. Dag No. 1276(P) & 1277/1659(P)
ON THE WEST :Poroshpathor Regency Housing Complex.

THIRD SCHEDULE ABOVE REFERRED TO:

(Said Apartment And Appurtenances)

(a) **ALL THAT** one self contained residential Apartment/Flat No....., on the **Floor**, in Block - 'D', having salable area square feet, more or less, corresponding carpet area of (.....) square feet, more or less, consisting of Bed rooms, One kitchen-cum-living/dining, Toilet and Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto;

(b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five) square feet**, more or less, medium sized car/or _____ (_____) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex;

As contained in the building/complex known as "**POROSHPATHOR REGENCY**", lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the SECOND SCHEDULE hereinabove written, TOGETHERWITH undivided proportionate share of land and building morefully and particularly described in the SECOND SCHEDULE hereinabove written, TOGETHERWITH common facilities right over the passage, main entrance, stair, landing etc. morefully and particularly described in the FOURTH SCHEDULE hereunder written, TOGETHERWITH the expenses for maintaining and repairing the main structure of the building morefully and particularly described in the FIFTH

SCHEDULE hereunder written, TOGETHERWITH several restrictions mentioned in the SIXTH SCHEDULE hereunder written.

- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Fourth Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

PAYMENT PLAN/PAYMENT SCHEDULE

The Total Price payable for the Apartment/Flat is Rs._____ (Rupees_____) and Rs._____, for parking space in the Garage /Covered /Open /Mechanical /MLCP, thus totalling to Rs...../- (.....) for the Apartment and Appurtenances.

(Payment Plan/Payment Schedule)

For Building No.Block 'D',

Sl.	Payment Schedule	Amount
1.	On Application	Rs.1,00,000/-
2.	Allotment of Said Apartment	10 % of total consideration +Applicable Tax (inclusive of Application Money)
3.	On execution of Agreement	10 % of total consideration +Applicable Tax
4.	On completion of foundation	10 % of total consideration +Applicable Tax
5.	On Ground floor roof casting	10 % of total consideration +Applicable Tax
6.	On First floor roof casting	10 % of total consideration +Applicable Tax
7.	On Second floor roof casting	10 % of total consideration +Applicable Tax
8.	On Third floor roof casting	10 % of total consideration +Applicable Tax
9.	On Fourth floor roof casting	10 % of total consideration +Applicable Tax
10.	On completion of brick work & POP	10 % of total consideration +Applicable Tax
11.	On offer of possession	10 % of total consideration +Applicable Tax

- (e) In addition to the total consideration mentioned as aforesaid the purchasers/allottee shall pay a sum of Rs...../- (Rupees) only further towards proportionate cost for arrangements for intercom, CCTV, proportionate cost of transformer and lift, (collectively Extras) with GST and other Taxes, and the purchaser/allottee also pay for their individual electricity connection/meter which will be assed by the **CESC/WBSEDECL** authorities.
- f) The Purchaser/Allottee will bear all cost and expenses for registering the deed of conveyance for the said flat as will be prepared by the Advocate of the Vendor herein.

FOURTH SCHEDULE ABOVE REFERRED TO :

THE PURCHASER OR PURCHASER ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE :—

1. Stair cases on all the floors and lift.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical Wiring, meters (excluding those installed for any particular **FLAT**).
12. Lift and their asseceries.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said '**FLAT**'.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - e) All elevations including shafts, shaft walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said '**FLAT**', side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
 - h) Utility lines, telephone and electrical systems contained within the said building.
 - i) The purchaser or purchaser of different units within the building, inclusive of the unit hereunder agreed to be sold, shall have access to the ultimate roof for use thereof for reasonable purposes interalia for the pleasure of having fresh air their, and otherwise for use thereof in connection with any Celebration on occasion or for repair of reservoir on the roof and/or water pipes connected thereto, provided, however, that if the Vendor installs disantena/mobile tower on portion of the ultimate roof over the stair case, and the lift operation room there, and erects structure on the roof in the shape of a room in connection therewith making arrangements therefor and/or entering into agreements for the purpose with any one of such organisations like Vodaphone, Reliance, Airtel etc as against such installation by the vendor the purchasers of different

units, inclusive of the purchaser herein, shall not be entitled to raise any objection thereto in any manner whatsoever.

FIFTH SCHEDULE ABOVE REFERRED TO

THE PURCHASER OR PURCHASERS SHALL HAVE TO BEAR :—

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of reasonably required for the maintenance of the building and for watch and ward duty, and other incidental costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective flat.
7. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building/complex.
8. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the Owners as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws, thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
9. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

SIXTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE APARTMENT HEREUNDER INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER:—

1. The purchaser or purchasers/Owners, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid APARTMENT for the following purpose.
2. To use the said '**APARTMENT**', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
3. To carry on or permit to be carried on upon the said '**APARTMENT**' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said Apartment which may be illegal or forbidden under any law for the time being in force.
4. To demolish or cause to be demolished or damaged the said '**APARTMENT**' or any part thereof.

5. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any Apartment, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
6. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the '**APARTMENT**', or any portion of the building housing the same.
8. To avoid the liability or responsibility of repairing any portion, or any component part of the Apartment hereunder sold and transferred, or fittings and fixtures therein for storing water, swerages etc. in the event of such portion or part, or fixtures and fittings within the Apartment, and/or unit demanding repairs thereby causing inconvenience and injuries to other Apartment owners as may be affected in consequence, nor to avoid obligation for giving free access to the Apartment or portion thereof to men, agents, masons, as may be required by the unit Owners' Association from time to time on request therefor by such Association.
9. To paint outer walls or portion of their Apartment, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their Apartment only in any colour of their choice.
10. To encroach any common portion of the building, jeopardie the user thereof, nor to encumber any of such portion in any manner whatsoever.
11. The purchaser of the Apartment together with other purchaser or owners of the other flats shall must have the obligations to form an association of such unit owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

SEVENTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATION

1. Structure - R.C.C. framed Structure with RCC columns & beams.
2. Floor - Entire floor Vetrified tiles finish and normal skirting.
3. Inside Walls - 5" and 3" brick wall Finished with Plaster of Paris.
4. Outside Walls - 8" brick wall Painted with cement based snowcem paint.
5. Electrical Wiring - Concealed with ISI brand copper wire.
 - a) Bed Room - Three light points, One fan point, One 5A plug point.
 - b) Kitchen - One Light point, One Exhaust fan point, One 15A plug point.
 - c) Toilets - One light point, one exhaust point and one 15 amp plug point.
 - d) Verandah - One light point
 - e) Dining - Two light point, One Fan point, one 5A, socket, one 15A socket, provision for T.V. Antena and Telephone without cable or wiring.
6. Plumbing - Concealed UPVC pipe lines in Toilets and kitchen, one water line without angular stop cock and one sink cock in kitchen. Two bib cocks in each toilet, UPVC stop cocks, On outside of the supply line and outside water lines will exposed with PVC pipes. PVC soil lines, PVC rain water lines, and one wash basin water line in each Apartment.
7. Doors - All doors will be commerical flush doors and PVC door in toilets. One hasbolt, one T bolt and one ring will be fitted on each flush door.
8. Windows - Aluminium sliding windows with integral Grill and with frosted glass.
9. Water Arrangement - 24 hours with overhead tank and deep tubewell and pumping arrangements.

10. Toilet - Glazed tiles upto five feet height from floor level. Concil piping for hot and cold water in one toilet of each flat. Anglo-Indian commode in common bath rooms and commode in attache bath room. Basin without padestiles inside the common toilets only. All sanitary fittings will be white in colour.
11. Kitchen - One side Green polished marble or Black Granite platform in the kitchen and glazed tiles upto three feet height from the kitchen platform. One sinc cock and one water line without ASC for water filter attachment.
13. Stair case - Lighting arrangement and marble finish and walls with paris.
14. Lift and their asseceries (four passenger).
15. Intercom connection will be provided in each Apartment.
16. If any extra work may required to be done by the vendor apart from specification mentioned above will be charged extra.

EIGHT SCHEDULE ABOVE REFERRED TO :

(Covenants)

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

1. Satisfaction of Purchaser/Allottee: The Purchaser/Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Vendor, the sanctioned plans, all the background papers, the right of the Owners and the Vendor to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Purchaser/Allottee and the negative covenants mentioned in this Agreement and the Purchaser/Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. Purchaser/AllotteeAware of and Satisfied with Common Areas and Specifications: The Purchaser/Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in the Fourth Schedule hereinabove) and Specifications (described in Seventh Schedule hereinabove) and all other ancillary matters, is entering into this Agreement. The Purchaser/Allottee has examined and is acquainted with the Said Complex and has agreed that the Purchaser/Allottee shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Property and/or the Whole Project save and except the Said Apartment And Appurtenances.
3. Purchaser/Allottee to Pay Common Expenses/Maintenance Charges: The Purchaser/Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Vendor/Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Purchaser/Allottee in respect thereof. The Purchaser/Allottee further admits and accepts that (1) the Purchaser/Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Vendor/the Manager/the Association (upon formation)/the Apex Body (upon formation).
4. Purchaser/Allottee to Pay Interest for Delay and/or Default: The Purchaser/Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor/the Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Purchaser/Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment

became due till the date of payment, to the Vendor/the Manager/the Association (upon formation), as the case may be. The Purchaser/Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Purchaser/Allottee and the Purchaser/Allottee shall be disallowed from using the Common Areas Of the Project/Whole Project Included Amenities.

5. Vendor's Charge/Lien: The Vendor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Purchaser/Allottee to the Vendor provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution clearing all dues of the Vendor.
6. No Obstruction by Purchaser/Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Vendor shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Purchaser/Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser/Allottee due to and arising out of the said construction/developmental activity. The Purchaser/Allottee also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser/Allottee shall not raise any objection in any manner whatsoever with regard thereto.
7. No Rights of or Obstruction by Purchaser/Allottee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. Variable Nature of Land Share and Share In Common Portions: The Purchaser/Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building (2) if the area of the Said Building/ is recomputed by the Vendor, then the Share In Common Areas shall vary accordingly and proportionately and the Purchaser/Allottee shall not question any variation (including diminution) therein (3) the Purchaser/Allottee shall not demand any refund of the Total Price paid by the Purchaser/Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Purchaser/Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.
9. Purchaser/Allottee to Participate in Formation of Association and Apex Body: The Purchaser/Allottee admits and accepts that the Purchaser/Allottee and other intending Purchaser/Allottees of apartments in the Said Complex shall form the Association and the Purchaser/Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Purchaser/Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Purchaser/Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Purchaser/Allottee further admits and accepts that the Purchaser/Allottee shall ensure and not object to the Association joining the Apex Body.
10. Obligations of Purchaser/Allottee: The Purchaser/Allottee shall:

- (b) Observing Rules: observe the rules framed from time to time by the Vendor/the Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building/Project, the Whole Project and the Said Complex.
- (c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser/Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Building save in the manner indicated by the Vendor/the Manager/the Association (upon formation).
- (e) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser/Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Vendor 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.
- (f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Purchaser/Allottee makes any alterations/changes, the Purchaser/Allottee shall compensate the Vendor /the Association (upon formation) (as the case may be) as estimated by the Vendor /the Association (upon formation) for restoring it to its original state.
- (g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Purchaser/Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building except the roof of the building. The Purchaser/Allottee shall not install grills on the railings of the balcony and/or outside the windows without prior permission of the vendor. The Purchaser/Allottee may install air-conditioners (window or split) at the places, as be specified and prescribed by the Vendor, it being clearly understood by the Purchaser/Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee/purchaser shall install the out-door unit of the same either inside the Purchaser/Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Purchaser/Allottee may also install collapsible gate on the main door/entrance of the Said Apartment on prior permission of the vendor. The Purchaser/Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) No Changing Name: not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) No Nuisance and Disturbance: not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not

make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- (k) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) No Obstruction to Vendor/Association/ :not obstruct the Vendor/the Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Vendor in constructing on other portions of the Said Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).
- (m) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (n) No Violating Rules: not violate any of the rules and/or regulations laid down by the Vendor/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (p) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (q) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (r) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser/Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (s) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.

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

SIGNED, SEALED & DELIVERED
BY THE VENDOR AT CALCUTTA
IN THE PRESENCE OF:

1.

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD
Represented by its
Managing Director
SRI SUSANTA SUR ROY
...VENDOR/ FIRST PART

2.

SIGNED AND ACCEPTED
BY THE PURCHASERS AT KOLKATA
IN THE PRESENCE OF:

1.

1) MR.....

2) MR.
...PURCHASERS/SECOND PART

2.

Drafted By :

MR. MANIK LAL DE
Advocate,
High Court, Calcutta.
WB/632/1988.

RECEIVED on and from within named purchasers herein a sum of Rs...../- (**Rupees**) only towards the earnest money in respect of the aforesaid unit, memo of consideration detail hereunder written.

Memo of Consideration

Cheque No./ Cash	Dated	Drawn on	Amount
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TOTAL RUPEES
..... **ONLY.**

TOTAL Rs.

WITNESSES

- 1.
- 2.

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD
Represented by its
Managing Director
SRI SUSANTA SUR ROY
...VENDOR/ FIRST PART