

AGREEMENT FOR SALE

1. Date :
2. Place :
3. Parties:

i) **SMT. RITA HAZRA** wife of Dr. Amaresh Hazra having **PAN AARPH4020Q** residing at 'DOMJUR NURSING HOME', Post& Village –Domjur, under Police Station-Domjur in the District of Howrah hereinafter Referred to as the **OWNER** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include her heirs executors, administrators and legal representative) of the **FIRST PART** (the vendor herein represented by her Constituted Attorney namely **PRATIIK JALAN** having

PAN: AGYPJ5046R, son of Mr. Brij Mohan Jalan, Director of **JALAN BUILDERS PRIVATE LIMITED**, having **PAN: AABCJ7754Q**, having its registered office at 236B, A.J.C. Bose Road, 2nd Floor, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore, Kolkata-700 020 vide registered Power of Attorney dated 05.09.2014, registered at ADSR, Domjur, Howrah and recorded in the Book No.1, CD Volume No. 12, Pages from 1601 to 1611, Being No.04204 for the Year 2014).

AND

- ii) **JALAN BUILDERS PVT. LTD.** having **PAN: AABCJ7754Q**, a company incorporated under the provisions of the Companies Act 1956, having its Registered Office at 236B, A.J.C. Bose Road, Room No. 202, 2nd Floor, Kolkata -700 020, represented by its Director **MR. PRATIJK JALAN** son of Mr. Brij Mohan Jalan and hereinafter referred to as **DEVELOPER** (which expression, unless excluded by or repugnant to the subject or context, shall be deemed to mean and its successors or successors- in -office and / or assign) of the **SECOND PART**.

AND

- iii) **MR. / MS.** _____
(PAN _____, AADHAR No. _____)
resident of _____,
P.O. _____, P.S. _____, Dist _____,
hereinafter jointly referred to as the **PURCHASER/S** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs and successor in interest, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

4. DEFINITIONS:

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

i) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

ii) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

iv) "Section" means a section of the Act.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

5. Subject Matter of Sale Agreement;

Transfer of said unit and Appurtenances and Terms and Conditions for transfer of;

- i) **Said Unit: ALL THAT** the Flat No. _____ situated on the _____ floor of the building, commonly known as “ **DOMJUR PRIDE** ” having an area of _____ Square Feet (be the same a little more or less) of Carpet area and balcony measuring _____ sq. ft. of the Premises lying and situated in Mouza- Makardah, J.L. No. 34, R.S (Sabek)Dag No. 1002, L.R.(Hal) Dag No. 1063 under L.R. Khatian No. 2131, within the jurisdiction of Domjur Police Station in the District Howrah, hereinafter referred to as the CHARGEABLE AREA in the Part Commercial & Part Residential Building to be constructed on the said land **TOGETHER WITH** _____ covered/open Car/Two Wheeler Parking Space being No. _____ measuring _____ sq. ft. (be the same a little more or less) in the ground floor of said building at the premises together with undivided proportionate share of land at the total Consideration of **Rs.....(Rupees.....)**
- ii) **Share in the Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest, as be attributable to the Said Flat **TOGETHER WITH** one covered/open Car/ Two Wheeler Parking Space being No. _____ measuring _____sq. ft. (be the same a little more or less) in the ground floor of the said building AND ALSO in the common areas, amenities and facilities of the Building,

6. DEVOLUTION OF OWNERSHIP:

- i) One Narendra Nath Bhattacharya, Nimai Chandra Bhattacharya and Anil Chandra Bhattacharya all sons of late Panchanan Bhattacharya became owners of landed properties left by their Father namely Panchanan Bhattacharya by way of inheritance;

While in absolute joint possession of their landed properties said Narendra Nath Bhattacharya, Nimai Chandra Bhattacharya and Anil Chandra Bhattacharya all sons of late Panchanan Bhattacharya by a Bengali Deed of Sale dated 9th February 1990 and registered in the Office of the ADSR, Domjur and recorded in

Book No. I, Vol. No. 9, Pages 1 to 6, Being No. 449 for the Year 1990, sold transferred conveyed All That their landed properties measuring 11.75 Decimals out of their total 47 Decimals lying and situated in Mouza Makardaha R.S. Dag No. 1002 under Khatian No.12 under Police Station Domjur in the District of Howrah unto and in favour of one Ashok Kumar Mondal son of Late Methor Chandra Mondal;

- ii) Said Narendra Nath Bhattacharya, Nimai Chandra Bhattacharya and Anil Chandra Bhattacharya all sons of late Panchanan Bhattacharya by an another Bengali Deed of Sale dated 9th February 1990 and registered in the Office of the ADSR, Domjur and recorded in Book No. I , Vol. No. 9 , Pages 7 to 11, Being No. 450 for the Year 1990, sold transferred conveyed All That their landed properties measuring 11.75 Decimals out of their total 47 Decimals lying and situated in Mouza Makardaha R.S. Dag No. 1002 under Khatian No.12 under Police Station Domjur in the District of Howrah unto and in favour of one Haradhan Mondal son of Late Methor Chandra Mondal;
- iii) Said Narendra Nath Bhattacharya, Nimai Chandra Bhattacharya and Anil Chandra Bhattacharya all sons of late Panchanan Bhattacharya by an another Bengali Deed of Sale dated 9th February 1990 and registered in the Office of the ADSR, Domjur and recorded in Book No. I , Vol. No. 9 , Pages 18 to 23, Being No. 452 for the Year 1990, sold transferred conveyed All That their landed properties measuring 11.75 Decimals out of their total 47 Decimals lying and situated in Mouza Makardaha R.S. Dag No. 1002 under Khatian No.12 under Police Station Domjur in the District of Howrah unto and in favour of one Smt. Minati Rani Mondal wife of Haradhan Mondal;
- iv) Pursuance to the aforesaid said Ashok Kumar Mondal, Haradhan Mondal and Smt. Minati Rani Mondal became joint owners of All That landed properties measuring 34.25 Decimals out of 47 decimals of R.S. Dag No.1002 lying and situated in Mouza Makardaha under Police Station Domjur in the District of Howrah and their names duly mutated and/or recorded in the records of BL&LRO in Khatian Nos. 1987/1, 115/1, 1253/1 respectively;
- v) Said Ashok Kumar Mondal, Haradhan Mondal and Smt. Minati Rani Mondal by a Deed of Sale dated 29.04.1998 and registered with the Addl. District Sub – Register, Domjur in Book No.1, Volume No. 24, Pages 327 to 334 Being No. 1400 for the year 1998 sold transferred conveyed All That their remaining landed properties classified as Sali measuring 30.35 Decimals more or less lying and situated in Mouza Makardah, J.L. No. 34, R.S Dag No. 1002, L.R.(Hal) Dag No. 1063 under Khatian Nos. 1987/1, 115/1, 1253/1, within the jurisdiction of Domjur Police Station in the District Howrah unto and in favour of the present Owner.

- vi) The owner herein became absolute owner of the aforesaid landed properties and duly recorded her name in the records of BL&LRO under L.R. Khatian No. 2131 and subsequently said R.S. Dag No is now known and numbered in L.R. Dag No. 1063.
- vii) While in absolute possession over the said land the present owner sold transferred some demarcated portions to others and remain absolute owner of ALL THAT piece and parcel of land classified as Sali measuring 14.07 Decimal more or less lying and situated in Mouza Makardah, J.L. No. 34, R.S (Sabek)Dag No. 1002, L.R.(Hal) Dag No. 1063 under L.R. Khatian No. 2131, within the jurisdiction of Domjur Police Station in the District Howrah.
- viii) **Mutation:** The owners have duly mutated their names in the record of B.L. & L.R.O. Domjur, Howrah, and also converted the said property subsequently.
7. **Sanction of Plans:** With the intention of Developing and commercially exploiting the said Property by constructing the said Complex thereon by constructing various Flats and Spaces (collectively Units) and parking Spaces therein (such construction and transfer collectively **Project**),the said owners prepared and submitted a building plan which has been duly sanctioned or approved by the Zilla Parishad, Howrah being Building Plan Memo No. 159/032/HZP/EP dated 26.07.2017,which includes all further sanctioned vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time.
8. **Development Agreement:**
- i) For executing the Project, the Owners appointed the Developer as the developer of the Said Property, on the terms and conditions recorded in writing from time to time (collectively **Development Agreement**). In terms of the Development Agreement, (1) the Owner has become entitled to transfer, alienate or dispose off the Units, Parking Spaces other transferrable spaces in the Said Complex allocated to the Owners (collectively **Owners' Allocation**) to intending Complex Co-Owners who wish to Purchase Units and Parking Spaces comprised in the Owners' Allocation (collectively **Owners' allocation**) and to appropriate the entire proceeds arising therefrom and (2) the Developer has become entitled to transfer, alienate or dispose off the Units, Parking Spaces and other transferrable spaces in the Said Complex allocated to the Developer (collectively **Developer's Allocation**) to intending Complex Co-Owners who wish to purchase Units and Parking Spaces comprised in the Developer's Allocation (collectively **Developer's Allocation**) and to appropriate the entire proceeds arising therefrom. Said Development Agreement was registered on 5th day of September 2014 in the Office of the ADSR Domjur, Howrah and recorded in the Book No.1, Volume No. 12, Pages 1530 to1550, Being No.04200 for the Year 2014. The Owner also

executed a Power of Attorney in favour of the Developer on 5th day of September 2014 in the Office of the ADSR Domjur, Howrah and recorded in the Book No.1, Volume No. 12, Pages 1530 to 1550, Being No.04204for the Year 2014.

- ii) The formulated scheme for transfer of the Units and Parking Spaces:
The Parties herein both developer and Owners have decided that entire saleable portion or portions either owners' portion or Developer's portion would be sold jointly to the intending purchaser or purchasers and the consideration also would be disbursed to the respective parties in the ratio as mentioned in the Development agreement.
- iii) The Said Land is earmarked for the purpose of building a part residential part commercial project and car parking spaces and the said project shall be known as "**DOMJUR PRIDE**".
- iv) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- v) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals of Part Residential Part Commercial Building from Howrah Zila Parishad and hereinafter referred to as "the Real Estate Project". The Promoter agrees and undertakes that it shall not make any changes to approved plans of "the Real Estate Project" except in strict compliance with section 14 of the Act and other laws as applicable;
- vi) The Promoter has registered the Real Estate Project for the Building as per the sanctioned plan of under the provisions of the Act _____with the West Bengal Housing Industry Regulatory Authority at on _____ under registration no. _____.

9. Application and Allotment: The Purchaser/s has applied to the Developer for sale/transfer of the Said Unit And Appurtenances and the Owner and the Developer has allotted the same to the Purchaser/s hereinafter referred to as the "Apartment" more particularly described in Schedule-B and the floor plan or the apartment is annexed hereto and marked as Annexure-;

- i) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- ii) 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;

iii) 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;

10. Agreement to Record: Pursuant to the aforesaid application made by the Purchaser/s and the allotment made by the Owner and Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings, oral and in writing, express or implied) for transfer of the Said Unit And Appurtenances to the Purchaser/s.

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:

11. TERMS:

- i) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Schedule-'B'.
- ii) The Total price payable for the Apartment is more fully mentioned in the Schedule-'B'.

Explanation:

- a) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- b) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the

subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;

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

- c) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- d) The Total Price of Completed Apartment finished as per specifications morefully mentioned in Schedule-F includes recovery of price of land underneath the building, 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 Apartment and the Project but it will exclude Taxes and maintenance charges.

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

11.2. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-“C” (“Payment Plan”)**.

- 11.3. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 11.4. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 11.5. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-“C”. All these monetary adjustments shall be made at the same rate per square feet as Schedule-“B” of this Agreement.
- 11.6. Subject to para 9.(iii) the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in Schedule-B:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use the Common Areas transferred to the association of allottees. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate

from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

- (iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in Schedule- F, includes recovery of price of land, construction of the Apartment and 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 Apartment/Plot and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- (v) It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Real Estate Project is an independent, self-contained Project covering the said land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee as morefully mentioned clause No. E hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of all such phases to be developed by Promoter.

11.7. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

11.8. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which

includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

12. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

13. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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.

- 13.2. The Promoter accepts no responsibility in regard to matters specified in para 13.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

14. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

15. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

16. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Zila Parishad/Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the

Promoter shall constitute a material breach of the Agreement.

17. POSSESSION OF THE APARTMENT:

- 17.1. Schedule for possession of the said Apartment-The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on March 2020, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 17.2. **Procedure for taking possession:** The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the 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 Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the allottee at the time of conveyance of the same.
- 17.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 17.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement,

and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 17.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, tax and other outgoings and further holding charge of Rs...../- per month or part thereof for the period of delay of to taking possession.

- 17.4. **Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation and Registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after upon formation and registration of the association of allottees.

- 17.5. **Cancellation by Allottee:** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges and/or legal Fees of Advocate incurred by the allottee) shall be returned by the Promoter to the Allottee without interest.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the (Apartment/Plot) (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 17.1; or 17.2 due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter 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 Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has 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 Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees once the same being formed and Registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter 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 irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of 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 said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

19. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 17.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of

suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

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

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

- i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount.

20. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Schedule - B under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate (Megha Das, Advocate, High Court at Calcutta, is appointed for this project) indivisible share in the Common Areas within 3

months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the allottee:

However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 17.3 of this agreement.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses 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 Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Real Estate Project including those mentioned in Schedule-E.

22. DEFECT LIABILITY:

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

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual

maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/Phase/Wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

23. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

24. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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 Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

25. COMPLIANCE WITH RESPECT TO THE APARTMENT:

25.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or

the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 25.2. The 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/ Plot].
- 25.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 25.4. That on and from the date of possession of the said flat/unit, the Allottee shall observe and perform such house rules and obligation on its part as more fully mentioned in Schedule - F:

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

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

27. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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 save and except as agreed and mentioned above in recital "E" above

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter 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 Allottee who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/regulations as applicable in said Act

30. BINDING EFFECT:

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

31. 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.

32. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the (Apartment/Plot) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the (Apartment/Plot), in

case of a transfer, as the said obligations go along with the (Apartment/Plot) for all intents and purposes.

34. WAIVER NOT A LIMITATION TO ENFORCE:

- 34.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 34.2. 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.

35. 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.

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

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

37. FURTHERASSURANCES:

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.

38. PLACE OF EXECUTION:

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

the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Domjur or DSR-Howrah or ARA-Kolkata.

39. NOTICES:

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

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

40. JOINT ALLOTTEES:

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

41. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the 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 allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

42. 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.

43. ADVOCATE :

Miss Megha Das, Advocate, 9A, Gariahat Road (South), Kolkata-700068 has been appointed for this Project. The Fees of the Advocate is fixed at Rs.15000/- per Unit to be paid by the Purchaser out of the same 50% to be paid at the time of Agreement of Sale and rest of the Fees to be paid at the time of possession or

before registration.

43. 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 by the Sole Arbitrator Mr. Swapan Kumar Das, Advocate, 9A, Gariahat Road (South), Kolkata-700068 settled under the Arbitration and Conciliation Act, 1996.

44. Miscellaneous:

- 44.1. The Allottee aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.
- 44.2. The Allottee prior to execution of the Deed of Conveyance nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.
- 44.3. The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specification mentioned in the agreement in schedule-F and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- 44.4. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 44.5. In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such

payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

- 44.6. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 44.7. Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended

Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases/Complex.

- 44.8. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 44.9. The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
- 44.10. In the event of cancellation of allotment The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 44.11. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 44.12. The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost,

risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

44.13. The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

44.14. The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses 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 Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.

- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

44.15. It is clarified that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

44.16. That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said Housing Complex 'Domjur Pride' and the Promoter shall have exclusive right over the same to install Hoardings/Neon

Sign, Bill Boards / Advertisements etc on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

44.17. That on and from the date of possession of the said flat/unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said Housing Complex MWF.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said 'Housing Complex'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ % per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Complex" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) to discontinue the supply of electricity to the "Said Unit".
 - ii) to disconnect the water supply
 - iii) not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all amenities and facilities provided in the said "Housing Complex MWF" to the Purchaser and his/her/their family members/guests.

- e. The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchaser.
- f. Use the said flat/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said 'Housing Complex', unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk or fire or explosion or in any way injure by

percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex.

- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Developer / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer / Society / Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said flat / unit in favour of the Purchaser.

- u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said 'Housing Complex MWF' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Complex, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- w. To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Purchasers.

SCHEDULE- A

(Land)

ALL THAT Sali land measuring an area 14.07 Decimal more or less lying and situated in Mouza Makardah, J.L.No 34 , R.S(Sabek)Dag No 1002, L.R.(Hal) Dag No 1063 under L.R. Khatian No. 2131 Within the jurisdiction of Domjur Police Station in the District- Howrah.

and butted and bounded as follows:-

ON THE NORTH : By Dag No. 1003

ON THE EAST : By Dag No. 1002 (P)

ON THE SOUTH : By Howrah-Amta Road

ON THE WEST : By Dag No. 1002 (P)

SCHEDULE- B

(Said Space/unit)

ALL THAT Unit No..... on the floor of the building **MEASURING****Sq.ft. Carpet area and sq.ft. (more or less) of balcony/verandah area** in the building to be constructed on the said land within the jurisdiction of Domjur Police Station in the District Howrah, together with undivided proportionate share and right to park in the open/covered area of the building for parking of one /two medium sized motor car/s/ or two wheeler of land at the total Consideration of **Rs...../- (Rupees.....)**

SCHEDULE- 'C'

(PAYMENT PLAN)

SL. No.	Particulars	Flat	Ancillary/ Legal Fees
1	On booking	10%	50%
2	On signing of Agreement	10%	
3	On completion of ground floor casting of the building	10%	
4	On completion of 1 st floor casting of the building	10%	
5	On completion of 2 nd floor casting of the building	10%	
6	On completion of 3 rd floor casting of the building	10%	
7	On completion of 4 th floor casting of the building	10%	
8	On completion of 5 th floor casting of the building	10%	
9	On Completion of brickwork of flat booked	10%	
10	On Possession	10%	50%

SCHEDULE- D

(Common Portions)

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the Building.

1. Areas:

- (a) Open and/or covered paths and passages.

- (b) Lobbies and staircases.
- (c) Stair Head Room, Lift Machine Room, Lift well.
- (d) Office room of the Maintenance Company.
- (e) Boundary walls and main gates of the Building.

2. **Water and Plumbing:**

- (a) Water reservoirs.
- (b) Water tanks.
- (c) Water pipes (save those inside any unit).
- (d) Deep Tubewell, if any.
- (e) Under ground tank and installations for fire fighting.

3. **Electrical Installations:**

- (a) Wiring and accessories for lighting of Common Portions.
- (b) Electrical Installations relating to meter for receiving electricity from WBSEDCL.
- (c) Pump and motor.
- (d) Lift and Lift machinery.
- (e) D.G. set.

4. **Drains:**

- (a) Drains, sewers and pipes.

5. **Others:**

Other areas and installations and/or equipments, if any, as are provided in the Building for common use and enjoyment.

SCHEDULE- E

(Common expenses)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

4. **Maintenance Company:** Establishment and all other capital and operational expenses of the Maintenance Company.
5. **Insurance:** All expenses for insuring (including renewal thereof) the Building and/or the Common portions, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
6. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common portions.
7. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, renovating and cleaning the common portions, including the exterior or interior (but not inside any space) walls of the Building.
8. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. set, changeover switches, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
9. **Rates and Taxes:** Municipal Tax, surcharge, Water tax and other levies in respect of the Building save those separately assessed on the Purchaser/s.
10. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common purposes, viz manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

SCHEDULE- F

(Specifications)

1. Foundation: Earthquake resistant, Reinforced concrete cement structure.
2. External Finish: Water proof acrylic base point of reputed make with combination of ACP, glass and louvers as and when required.
3. Interior Finish: POP finish for the units, POP with paint finish for common areas.
4. Flooring: Interior: vitrified tiles Staircase half landing- marble/stone/tiles and decorative stones. Service Staircase- marble/stone and decorative stones. Well decorated and lighted entrance lobby- marble/stone and decorative stones. Floor lobby-marble/stone and decorative stones. Well decorated lift facia-marble/granite/tiles/stones.

5. Kitchen:
 - Flooring-ceramic anti-skid tiles
 - Granite counters with stainless steel sink
 - Dado of ceramic tiles upto 2 ft above the counter/ platform
 - Electrical point for refrigerator, water purifier, microwave and exhaust fan.

6. Toilet:
 - Anti-skid ceramic tiles
 - Designer glazed tiles on Toilet walls upto door height
 - Special designer sanitary ware of reputed brand for modern look
 - Chrome plated fittings of reputed brand
 - Electrical point for geyser and exhaust fan
 - Plumbing provision for hot/cold water.

7. Doors & Windows:
 - Main door-flush door with solid wood finish on the external side
 - Internal doors-painted flush doors
 - Window- aluminium sliding windows.

8. Electricals:
 - Provision for spilt AC points.
 - Provision for cable TV, telephone with broadband wiring.
 - Plug points in all bedrooms, living/dining, kitchen & toilets.
 - Concealed copper wiring with central MCB of reputed brand.
 - Modular switches of reputed brand.

9. Elevator: 1 nos. 6/8 passenger lift of reputed brand in the building

10. Underground/Overhead water tank: As per approval of Competent Authority.

11. Fire Fighting/ Detection: As per approval of West Bengal Fire Service Department.

12. Tube Well: 6' x 4" tube well with necessary pump and allied pipe lines for lifting water upto overhead water tank.

Execution and Delivery:

In Witness whereof the Parties have executed and delivered this instrument of Transfer on the day, month and year given above.

Witnesses:

1.

Signature of Owner

Signature of Developer

2.

Signature of Purchaser/s

Drafted by:

Megha Das
Advocate
High Court at Calcutta

MEMO OF RECEIPT

RECEIVED from the within named Purchaser/Transferee the within mentioned sum of Rupees...../- (Rupees)
only, out of the total consideration of Rs...../- (Rupees)
.....) only.

Witnesses:

1.

DEVELOPER

2.

