

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made on this _____day of
.....of TWO THOUSAND TWENTY (2020) of the Christian
Era.

By and Between

1 (a) SMT. MINU DAS, (PAN NO. AOQPD8764A) wife of Sri Kamal Kishore Das, by occupation House hold duties, residing at 17, Hem Chakraborty Lane, Police Station – Bantra, District – Howrah, Pin- 711101, **1**

(b) SMT. BITHI MONDAL, (PAN NO. KPM2277C) wife of Late Sadhan Kumar Mondal by occupation House hold duties, residing at Jadunath

Chatterjee Lane, Police Station – Krishnanagar, District – Nadia, Pin- 741101.

1(C) SRI. BINAY KUMAR SAMANTA, (PAN NO DWXPS2084E), **1(d) SRI BIJAN KUMAR SAMANTA**, (PAN NO ALXPS6949J), **1(e) SRI BIMAN KUMAR SAMANTA**, (PAN NO BHPPK6280D), all sons of Late Basanta Kumar Samanta, , all by occupation Business, all are residing at 100, Mahendra Bhattacharjee Road, Police Station – Chatterjee hat, District Howrah, Pin-711104, all are REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, , by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of a registered power of Attorney which has been registered at D.S.R. office of Howrah and recorded in Book no- I Volume No- 0501-2017, Pages from 255807 to 255827 being no- 050109296, 2017, **2(a) SMT. KEKA PAL**, (PAN ARPPP8345K), wife of Sri Siddhananda Pal and daughter of late Rashbehari Kundu, by occupation House hold duties,

residing at Brojonath Lahiri Lane, Police Station – Jagacha, District-Howrah, Pin Code 711112, **2(b)SMT. MALABIKA DEY**, (PAN DHIPD5457G), wife of Sri Ratan Dey and daughter of late Rashbehari Kundu, by occupation House hold duties, residing at 57/2, Hriday Krishna Banerjee Lane, Police Station-Bantra, District-Howrah, Pin-711101, **2(C) SRI. AMITAVA KUNDU**, (PAN BPIPK9367N), **2 (d) SRI ARUNAVA KUNDU**, (PAN AIEPK7565Q), **2(e) SRI. PULAK KUMAR KUNDU**, (PAN APZPK2288L), all sons of late Sitanath Kundu, all by Occupation Business, all are residing at 96/1, Mahendra Bhattacharjee Road, Police Station-Chatterjee hat in the District of Howrah, Pin-711104, **2(f)SRI. SOURAV KUNDU**, (PAN CHKPK6598N), son of late Goutam Kundu, **2(g) SRI. SUBHAUE KUNDU**, (PAN AEZPK1712Q), son of Late Amiya Nath Kundu, **2(h) SRI. KAUSHIK KUNDU**, (PAN ATSPK0419L), Son of Late Amiyanath Kundu, **2(i)SRI. TRIDIB KUNDU**, (PAN GOWPK2838L), son of late Bikash Kundu, **2(j) SMT. MITHU KANUI**, (PAN DBPPK3381H), wife of Susanta Kanui and daughter of late Bikash Kundu, **2(k) SRI. PABITRA KUMAR KUNDU**, (PAN AMHPK5535B), **2(l) SRI. PRANAB KUMAR KUNDU**, (PAN AMCPK6426G), **2(m) SRI. ANIRBAN KUNDU**, (PAN AUKPK8661R), son of late Bibhas Kundu, **2(n) SRI. AMARESH KUNDU**, (PAN AENPK9234P), **2(o) SRI. APARESH KUNDU**, (PAN AMOPK8415H), both sons of late Aditya Nath Kundu, , by

occupation service all are residing at 96/1, now renumbered as 100 Mahendra Bhattacharjee Road, Police Station- Chatterjee hat in the District of Howrah, Pin code- 711104, all are REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2018, pages from 81272 to 81309 being no- 05020 2435 for the year 2018, AND 3. **SRI DEBASIS KUNDU**, (PAN AOFPK8286F), Son of Late Tarun Tapan kundu, by Occupation Service, Residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah,

Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2018, pages from 234936 to 234960 being no-05020 7192 for the year 2018, **4) SMT. PUSHPANJALI KUNDU**, (PAN:-HAGPK4095E), wife of Late Rashbehari Kundu, by religion Hindu, by Occupation House Hold Duties, residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, **5) SMT. RITA KUNDU**, (PAN:-HAGPK5153R), wife of Late Goutam Kundu, by religion Hindu, by occupation House Hold Duties, residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its

Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 236031 to 236066 being no- 050206807, for the year 2019, **6) SMT. KAKLI KUNDU**, (PAN:-DBWPK5638A), wife of Late Biplab Kundu, **AND 7) MISS. RINIKA KUNDU**, (PAN:-HNNPK4476F), daughter of Late Biplab Kundu, both by religion Hindu, by occupation No.1 is House Hold Duties & No.2 is Student, both are residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, **REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG**, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III)

SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 230041 to 230077 being no- 050206808, for the year 2019, hereinafter referred to as “**the OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its successors and successors in interest) of the **ONE PART:**

AND

M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District-Howrah, Pin- 711101 represented by its Partners **(I) BIJAY KUMAR SINGH**, (PAN ASYPS7210G), Son of Late Satrughan Prasad Singh, **(II) PANKAJ KUMAR SINGH**, (PAN ALYPS0736N), Son of Bijay Kumar Singh, **(III) SMT. SUSHILA SINGH**, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, **(IV) SMT. NITU SINGH**, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, hereinafter referred

to as “**the DEVELOPERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its successors and successors in interest) of the **SECOND PART**:

AND

Mr./Ms. _____ (Aadhaar no. _____) son / daughter of _____ , aged about _____, residing at _____ (PAN _____) , or hereinafter called the “Allottee/ Purchaser” (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

The Owner/Developer and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017. (West 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.

WHEREAS :

1. The Owners are the joint owners of the land landowners are the absolute and lawful owner of the property described in the **Schedule ‘A’** property.

2. The Owner intends to develop the land and approached the Owner/Developer for the purpose and the Owner/Developer has devised a scheme to develop a Township Project consisting of Residential Accommodation in a phased manner and for the said purpose has nominated the Developer to plan conceptualize build erect and complete the project on such terms and conditions as contained in an agreement dated 22 September, 2017 executed by & between Owners No. 1(a) to 1(e) and the Developer/confirming Parties entered into Development Agreement which has been duly registered at D.S.R office at Howrah and Recorded in Book no- I, Volume no- 0501-2017 pages from 254519 to 25455, being no. 050109250 for the year 2017, and another agreement dated 12 April, 2018 executed by & between Owners No. 2(a) to 2(p) and the Developer/confirming Parties entered into Development Agreement which has been duly registered at A.D.S.R. Howrah in Book no-I, Volume no- 0502-2018 in the Page no-80105 to 80195 being no-050202399 for the year 2018, and another agreement executed by & between Owners No. 3 and the Developer/confirming Parties entered into Development Agreement which has been duly registered at A.D.S.R Howrah in Book no-I, Volume no- 0502-2018 in the Page no-234607 to 234640 being no-050207183, and another agreement executed by &

between Owners No. 3 and the Developer/confirming Parties entered into Development Agreement which has been duly registered at A.D.S.R Howrah in Book no-I, Volume no- 0502-2018 in the Page no-234607 to 234640 being no-050207183.

3. The Project has been named Mahadev Enclave which shall comprise of 2 blocks consisting of Ground Plus 10 storied buildings to contain self-contained Apartments lying at or upon the premises as detailed in **SCHEDULE A(I)** hereunder written and/or described.
4. The Owner/Developer have duly obtained mutation and conversion of the Entire Premises form the Concerned Statutory Authority.
5. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as Mahadev Enclave.
6. The Owner and the Developer is fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement.
7. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Competent Authority. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
8. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton under Registration No.;
9. The Allottee had applied for an apartment in the Project vide **Application No.** dated ____ and has been allotted **Apartment No. ____** having **carpet area of _____ Square Feet**, type, on floor in **Block No. _____** ("Building") at as permissible under the applicable law and of pro rata share in the

common areas (“**Common Areas**”) as defined under clause (m) of section 2 of the Act (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 **Schedule B-1**) ;

10. 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.
11. 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 ;
12. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the open/covered parking (if applicable as specified in Para 12.

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 Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para 12 above.

1.2 The Total Price for the [Apartment] based on the carpet area is Rs. _____ (Rupees _____ only (“**Total Price**”))

Block No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per Square Feet
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Garage/Covered parking	
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*The amounts includes the cost of apartment, cost of exclusive balcony of verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, etc., if/as applicable.

- (i) The total price above includes the booking amount paid by the allottee to the Developer towards the apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Cess or any other similar taxes which may be levied, apart from GST which shall be extra, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of 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 Developer shall be increased/reduced based on such change / modification:

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

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment] [includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/plot] and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.5 The Developer 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 Developer.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the

apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Developer 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.

1.7. The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer 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 Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below :

(i) The Allottee shall have exclusive Owner of the [Apartment] ;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, (apart from GST which shall be extra), cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting

equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/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 the Apartment, as the case may be.

1.9 It is made clear by the Developer and the Allottee agrees that the Apartment along with _____ open / covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of all phases of the said Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).

If the Developer fails to pay all of any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer 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.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as **application money** being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan

[Schedule 'C'] as may be demanded by the Developer within the timer and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payment on written demand by the Developer , within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of M/S MAHADEV UDYOG.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

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

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Allottee authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of due 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 Developer to adjust his payments in any manner.

5. TIME IS ESSENCE :

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

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

7. POSSESSION OF THE APARTMENT :

7.1 Schedule for possession of the said Apartment

The Developer agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority. As the case may be, is the essence of the Agreement.

The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place **within**, 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 Developer 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 Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer 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 Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 Failure of Allottee to take Possession of Apartment .

Upon receiving a written intimation from the Developer as per para 7.2., the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as

prescribed in this Agreement and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.

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

Provided that, in the absence of any local law, the Developer shall hand over 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 obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

7.6 Compensation - The Developer 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in Para 7.1 ; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the

Apartment, 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 Developer 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 which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

:

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

- (i) The Landowner's title to the Project Land is absolute, clear and marketable and the Developer has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer 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 Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer 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 Developer shall hand over lawful, vacant, peaceful , physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be ;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xii)The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

(xiii) 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 Developer in respect of the said Land and/or the Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) Developer fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for

which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

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

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

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer 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 2 consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID APARTMENT :

The Developer, on receipt of Total Price of the [Apartment] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee:

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

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT :

The Developer shall be responsible to provide and maintain essential services in the 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 has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Developer /maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency or enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE :

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade 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 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.

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

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

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

17. ADDITIONAL CONSTRUCTIONS :

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

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNER/DEVELOPERHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Owner/Developerhip Act, 1972. The Developer showing compliance of various

laws/regulations as applicable in West Bengal Apartment Owner/Developerhip Act 1972 .

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned 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 Developer 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 Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which is 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.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT 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 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 Developer, 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 Plant [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other 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 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 Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer 's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the

29. NOTICE

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

_____ Name of Allottee

_____ (Allottee Address)

M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District-Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101.....DEVELOPERS

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

30. JOINT ALLOTTEES:

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

31. 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.

32. GOVERNMENT 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. PURCHASER/ALLOTTEE AGREES that :

1. That from date of possession of the said Flat(s) the Purchasers agree and covenant:
 - i. To co-operate with the other co Purchasers in the management and maintenance of the said building(s).
 - ii. To observe the rules framed from time to time by the Developer/ Maintenance Management Company and become a member of the association of Flat Owner/Developer who shall collectively observe the rules framed from time to time by the Service Company.

To use the said Flat(s) for residential purposes only and for no other purposes whatsoever without the consent in writing of the Owner/ Developer s.

- iii.** To allow the Developer/ Maintenance Management Company with or without workmen to enter into the said Flat(s) for the purpose of maintenance and repairs.
- iv.** To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat(s) and proportionately for the building(s) and/or common parts/parts and wholly for the said Flat (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat(s) has been taken or not by the Purchasers. The Purchasers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- v.** To deposit the amounts reasonably required with Developer/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.
- vi.** To pay charges for electricity in or relating to the said Flat(s) wholly and proportionately relating to the common parts.
- vii.** Not to subdivide the said Flat(s) and/or the Parking Space if allotted or any portion thereof.
- viii.** To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building(s).
- ix.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat(s) or in the compound or any portion of the building(s).
- x.** Not to store or bring and allow being stored in the said Flat(s) any goods of hazardous or combustible nature or which are so heavy as to affect or

- endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xi.** Not to hand from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
 - xiii.** Not to fix or install air-conditioners in the said Flat(s) have and except at the places which have been specified in the said Flat(s) for such installation.
 - xiv.** Not to do or cause anything to be done in or around the said Flat(s) which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat(s) or adjacent to the said Flat(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
 - xv.** Not to damage or demolish or cause to be damaged or demolished the said Flat(s) or any part thereof or the fittings and fixtures affixed thereto.
 - xvi.** Not to close or permit the closing of verandas 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 verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
 - xvii.** Not to install grills the design of which have not been approved by the Architect.
 - xviii.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat(s) or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
 - xix.** Not to make in the said Flat(s) any structural addition and/or alterations

such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.

- xx. The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Owner/ Developer for the purpose.
- xxi. The Purchaser/s admit/s and accept/s that the Owner/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building.
- xxii. Not to use the said Flat(s) or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted 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(s) or to the Owner/Developer 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, Easting or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.
- xxiii.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
- xxiv.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
- xxvi.** Not to obstruct in parking vehicle of anybody including other Purchasers in the Complex.
- xxvii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area

- xxviii.** To use the said car parking space for parking of cars belonging to the Purchasers and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to he Purchasers.
- xxix.** The Purchasers shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

2. The purchasers agree that :

- i.** The proportionate rate payable by the Purchasers for the common expenses shall be decided from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers Flat(s) only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.
- ii.** To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Developer prior to use of the common amenities and the Owner/ Developer shall have the discretion to grant or refuse such permission on the basis of availability.

- iii. To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- iv. So long as such Flat(s) in the said Premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all rates and taxes.

34. 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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Parties declare and confirm that this format of the Agreement has been prepared by modifying the Agreement for Sale that was being executed prior to the coming into effect of the Act, in order to comply with the mandatory requirements of the Act. The other terms and conditions as per the contractual understanding between the parties have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

35. MISCELLANEOUS

- 35.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that shall be designed by the Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics.
- 35.2 The common internal pathway and/or drive way situate beside the commercial building shall serve as the entry and exit passage for the uses of all allottees for all blocks of “Mahadev Enclave” and none of the users shall claim any exclusive right over the said common passage and further internal common roads which shall lead to the other blocks of “Mahadev Enclave” and for the purpose all internal roads of all blocks shall be interconnected and integrated for the purpose of one common internal road network of “Mahadev Enclave”.
- 35.3 In as much as upon completion of all blocks of “Mahadev Enclave.” the entire maintenance services for all phases shall be carried out by the common Association of “Mahadev Enclave”.
- 35.4 It is understood that the Allottee has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottee. It is further understood that the Allottee has / have fully satisfied himself/herself/itself about the right, and /or interest of **PROMOTER** in the said plot on which construction of the Premise will be /are being constructed.
- 35.5 It is understood that the Allottee has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.

- 35.6 The Purchaser /Allottee shall become member of the Association of Allottees as and when the same is formed and the Association Of Allottees shall be in respect of each phase of said project and/or some phases of the project and/or the entire project.
- 35.7 The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee.
- 35.8 The Allottee shall make timely and regular payments of maintenance and other utility charges.
- 35.9 The name of the Project is and shall be **Mahadev Enclave** being a part of the said project. The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.
- 35.10 The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon together with the additional lands shall be provided by the Promoter as per its scheme of the said Project. The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever irrespective of the identity of the Developer in respect of the future phases of the said Project.
- 35.11 The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Allottees. In case of Joint Applicant(s) / Allottee, any document signed / accepted / acknowledged by any one of the Allottee shall be binding upon the other Allottee.

- 35.12 The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter / Maintenance Organization from time to time.
- 35.13 It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottee before execution of the of the Deed of Conveyance of the said Apartment, the Allottee shall be liable to pay to the Promoter/ Promoter necessary nomination fees.
- 35.14 After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal Authority.
- 35.15 The Allottees has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).
- 35.16 Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.
- 35.17 No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **PROMOTER** if the Allottee desires (with prior written approval/consent of **PROMOTER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the **PROMOTER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).

35.18 The Allottee must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of properties consisting of Bastu land measuring more or less 20 (Twenty) cottahs 0 (Zero) chataks 6 (Six) square feet together with a new G+10 storied buildings comprised in Municipal holding no. 100, Mahendra Bhattacharjee Lane, within the jurisdiction of police station named Chatterjee hat, Post Office named Shibpur, Pin Code – 711104, in the ward no. 43 of Howrah Municipal Corporation and together with all rights of easements, common passage, hereditaments, appurtenances, privileges and butted and bounded as follows:-

On the North : By holding no. 103, Mahendra Bhattacharya Road.
 On the South : By holding no. 101, Mahendra Bhattacharya Road & common passage.
 On the East : By Property of Engineering Institute of Junior Executives, Dalal Pukur.
 On the West : By 107 & 107/1 Mahendra Bhattacharya Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

Block/Building/Tower No. _____	Rate of Apartment per square feet*
Apartment No. _____	
Type _____	
Floor _____	

Garrage/Covered parking	

Together with the undivided impartible proportionate share in the land and proportionate right over the Common Areas and Portions

**THE SCHEDULE 'B-1' ABOVE REFERRED TO
PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN
SEPARATE SHEET**

**THE SCHEDULE 'C' ABOVE
REFERRED TO
Payment Plan**

" PHASE I" -			
Payment Schedule and Terms & Conditions			
FLAT CHARGES			
Sale Consideration		Rs./-	
Rate		Rs./- per Sq. Ft. (On Carpet Area Basis)	
PAYMENT SCHEDULE			
Sl.	Particulars		
2	On Allotment letter, within 7 days		5% of total consideration

3	On Agreement	5% of total
4	On Completion of work upto plinth level of the respective block	10% of total consideration
5	On completion of Roof casting of The Floor at which the flat is situated	20% of total consideration
6	Brick work of the respective block	10% of total consideration
7	On completion of inside plaster of the booked flat	10 % of total consideration
8	On completion of outside plaster of the booked flat	10 % of total consideration
9	On completion of putty work	10% of total consideration
10	On completion of Flooring of the booked flat	10% of total consideration
11	On possession of Flat	10% of total consideration
TOTAL		100%

**THE SCHEDULE 'D' ABOVE REFERRED TO
Specifications**

Foundation	: R.C.C Pile foundation with tie beams.
Wall – Internal	: 5” brick masonry.
External	: 8” thick brick masonry.
Doors	: Main entry through teak wood panel door (32 mm thick). For bedroom and other rooms including kitchen, there are 32 mm thick flush doors. Toilets have 25 mm thick PVC type door. All door frames made of Sal wood.
Windows	: Aluminum Sliding Windows.
Living/Dining / Bedroom	: Marble Slab flooring.
Kitchen	: Granite top cooking platform, stainless steel sink with CP (ESSCO or similar make) sink cock. Water line for aquaguard type filter with electrical point. Electrical plug point for mixer. Marble flooring & Ceramic tiles above Platform upto lintel level.
Toilets	: Floor – Ceramic tiles, Wall – Ceramic Tiles upto lintel level.
Sanitary ware	: Wash Basin – White (Parryware / Hindware/ Essco) with CP Pillar Cock, Essco variety, or similar type. WC and Cistern – White (Parryware / Hindware / Essco).
Electricals	: Conceal wiring with copper wire (ISI) and modular type switch.
Interior finish	: Putty over plastered walls.
Exterior finish	: Quality Exterior Paint.
Elevator	: Automatic Lift.

**THE SCHEDULE 'E' ABOVE REFERRED TO
Common Amenities**

BASIC FACILITIES:

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as be planned by the Developer.

**THE SCHEDULE 'F' ABOVE REFERRED TO
(Easements or Quasi Easements for Developer and/or MMC)**

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Developer and/or the maintenance company) of the project)

1. The right in common with the purchaser and/or other person or persons entitled to the other part or parts of the project as aforesaid for the Developer and use of common part or parts of the project including its installations staircases, lobbies in covered spaces electrical installations, other passages and internal roads.
2. The name of the project Mahadev Enclave shall be a permanent feature displayed in the project premises in any form as decided buy the Developer.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of the project

through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the project for all purposes whatsoever.

4. The right of protection for other portion or portions of the project by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of of the project.
5. The right of the Developer, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of of the project the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of of the project.
6. The right of the Developer/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Developer and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE SCHEDULE 'G' ABOVE REFERRED
TO (Easements or Quasi Easements for
Purchaser)**

1. The Purchaser shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or

therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.

2. The right of access and passage in common with the Developer or the co-Owner/Developer and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the project and /or its phases and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of the project so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wires and conduits lying or being in under through or over the project and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the project the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Developer and occupiers of the other units and portion of the project.

**THE SCHEDULE 'H' ABOVE
REFERRED TO (COMMON
EXPENSES/ CHARGES)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any 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 Block

Common Portions at the Block level and/or Complex Common Portion at the Complex level.

9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. 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.

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

SIGNED AND DELIVERED by the

OWNER at Kolkata in

the presence of:

**SIGNATURE OF THE
DEVELOPER**

SIGNED AND DELIVERED by the

PURCHASER at Kolkata in the

Presence of

SIGNATURE OF THE PURCHASER :