

**ANNEXURE-A**

[See rule 9]

**Agreement for Sale**

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

**BY and BETWEEN**

**Sri Om Prakash Bhuwalka**, Son of Late Ganesh Das Bhuwalka, **Income Tax PAN No.- AIZPB1892J**, by occupation Business, by Faith Hindu, Indian Citizen, resident of 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) hereinafter called and referred to as the '**OWNER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART:**

**AND**

**Akaisha Bhuwalka Buildcon LLP**, a Limited Liability Partnership Firm, Holding **Income Tax PAN No.- ABGFA6143B**, having its registered office at Flat No. 4A1, 4<sup>th</sup> floor, Gokul Dham, 956, Jessore Road, Lake Town, Kolkata-700 055 and branch office at 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) represented by its Partner **SRI VIVEK BHUWALKA**, son of Sri Om Prakash Bhuwalka, **Income tax PAN.- AIZPB9974D**, by occupation Business, by Faith Hindu, Indian Citizen, resident of 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) hereinafter referred to as *the "DEVELOPER/PROMOTER"* (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **SECOND PART :**

**AND**

*[If the allottee is a company]*

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

OR

*[If the allottee is a partnership firm]*

M/s ..... a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at .....(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

*[If the allottee is an individual]*

Mr./Mrs./Ms..... (Aadhar No. ....) son/daughter/wife of, Mr.....aged about ..... Years, residing at ....., (PAN .....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. .... (AadharNo.....)

Son/daughter/wife of..... Aged about..... Years for self and as the

Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

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

#### INTERPRETATIONS/ 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) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **"Section"** means a section of the Act.
- e) In this Agreement words or phrase is defined in **First Schedule**, shall have corresponding meaning assigned therein for convenience for constructing the provisions of this Agreement.

#### WHEREAS-

A. By virtue of the following mentioned registered Deeds of sale OM PRAKASH BHUWALKA became the absolute Owner of ALL THAT land measuring more or less 117 decimal under L.R. Dag No. 2333, land measuring more or less 22.5 Decimal under L.R. Dag No. 2334 and land measuring more or less 84 Decimal under L.R. Dag No. 2332, morefully described in **Second Schedule** within Mouza Searsole, J.L. No.17 Sub-Division Asansol, Dist. Paschim Bardhaman, P.S. Raniganj.

Sl.No.	Registered on	At the Office of	Registration details	Dag No.	Khatian No.	Area of the Land in Decimal
1.	28.02.2013	A.D.S.R. Raniganj	Book No. I, CD Volume No.3, Pages 4460 to 4471, Being No.01068 for the year 2013	2333 (L.R.)	4473 (L.R.)	78
2.	30.03.2004	A.D.S.R. Raniganj	Book No. I, Volume No.29, Pages 107 to 113, Being No. 847 for the year 2004	1671 (R.S.) 2333 (L.R.)	422 (R.S.)	39
3.	17.08.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 78947 to 78959, Being No.020404983 for the year 2016	2332 (L.R.)	5609 (L.R.)	7
4.	29.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 73088 to 73102, Being No.020404519 for the	2332 (L.R.)	5609 (L.R.)	37

			year 2016			
5.	28.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 72328 to 72342, Being No.020404472 for the year 2016	2332 (L.R.)	5609 (L.R.)	40
6.	18.05.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 47899 to 47912, Being No.020402858 for the year 2016	2334 (L.R.)	4588 (L.R.)	16.5
7.	20.11.2006	A.D.S.R. Raniganj	Book No. I, Volume No.51, Pages 6 to 10, Being No.1488 for the year 2006	2334 (L.R.)	3021, 2913, 2912, 2909, 2910 (L.R.)	6
TOTAL :						223.5

- B. The said land is earmarked for the purpose of building of a residential cum commercial project, comprising G+5, ..... multistoried buildings namely ..... and the said project shall be known as “.....”.
- C. 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.
- D. The Asansol Municipal Corporation has sanctioned Building Plan to Develop the Project Vide approval dated ..... bearing sanctioned plan no. ....
- E. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment or building, as the case may be from Asansol Municipal Corporation. The promoter 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.
- F. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .
- G. The Allottee had applied for an apartment in the Project vides application no. .... Dated ..... And has been allotted apartment no. .... Having carpet area of ..... Square feet, type ....., on .... Floor in [tower/block/building] no. .... ("Building") along with garage/covered parking no. .... admeasuring ..... square feet in the ..... [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Third Schedule and the floor plan or the apartment is annexed hereto and marked as Annexure A);
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following :-
- The ownership and title of the Premises and the documents relating thereto
  - The plan sanctioned by the Asansol Municipal Corporation and the necessary approvals and permissions.
  - The right, title interest and entitlement of the Promoter in respect of the premises and
  - The Carpet area, Built-Up area and the Super-Built-Up area of the said apartment
  - The Parking, open / closed / covered allocation in other blocks or any other parking space, if any, within the complex.
  - The allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in Para G and also described in the Third Schedule hereunder.

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

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the Apartment as specified in Para 'G' and also described in the Third Schedule.

1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") :-

Block/Building/ Tower no. ... Type..... Floor.....	No..... Apartment	
Apartment/Unit Price includes: a) Cost of unit b) Cost of exclusive balcony or verandah areas Proportionate cost of Common Areas with external wall thickness etc		-----
Car parking Space		Rs
Motorcycle parking space		Rs
Total price (in Rupees)		-----

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes 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) upto the date of the 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(s) 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 schedule 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 Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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 wall putty, tiles, doors, windows and firefighting equipment in the common areas, as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), 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 Part II of the Fourth Schedule.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ..... per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Fifth Schedule and Sixth Schedule (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment / building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted the Allottee after the construction of the building is complete and the occupancy certificate 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 than 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 the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part II of the Fourth Schedule. 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 Promoter agreed and acknowledges, the Allottee shall have the right to the Apartments mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the said Apartment;
  - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover 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 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 wall putty, tiles, doors, windows and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment 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, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ----- garage/ covered parking if any 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 Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoings/ dues of the said Apartment before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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 Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

- 1.11 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards 10 % of the Total Price of the Apartment at the time of application and the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Part II of the Fourth Schedule as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) 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 Promoter abiding by the construction milestones, subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of AKAISHA BHUWALKA BUILDCON LLP payable at Raniganj.

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

**5. TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the 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 as annexed as Annexure A herewith, payment plan as mentioned in Part II of the Fourth Schedule and the specification, amenities and facilities as mentioned in Fifth and Sixth Schedule. The Promoter 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 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 Asansol Municipal Corporation and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

## 7. POSSESSION OF THE APARTMENT:

- 7.1 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 or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of 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(s) 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(s) 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation/competent authority, shall offer in writing the possession (“Possession Notice”) of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, municipal taxes and other outgoings, electricity charges, other charges, rates, taxes, levies, deposits in respect of the said Apartment Unit from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. The Promoter shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 Failure of Allottee to take possession of Apartment-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall make full payment of all dues and comply with all obligations and thereafter 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(s). In case the



Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, 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 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 obtaining the completion certificate.

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

Provided that where the Allottee(s) 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 or 10% of the Total Consideration amount whichever may be higher. The balance amount of money paid, if any, by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

**7.6 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 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;

- (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(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) 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(s) 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(s) 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 matters 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 and possession of the 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 the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice or within such further time frame as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration, fees, GST, Advocate fees, incidental and other expenses for registration etc. shall not be refundable. If however the Allottee does not withdraw from the Project within forty five days of the date specified in Para 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect

Provided that where an Allottee(s) 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, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
  - i. In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Part II of Fourth Schedule** hereto and/or timely payment of the Additional Liabilities and Deposits under **Part I of Seventh Schedule** 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 conditions listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

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

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 and Additional Liabilities and Deposits mentioned in Part 1 of the Seventh Schedule under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter 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(s).

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

The Promoter shall be responsible for providing and maintaining the 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/partial completion certificate issued by the AMC and/or the occupancy certificate provided by the Developer/Promoter of the Project. The cost of such maintenance has been included in the Total Price of the Apartment. The allottee is hereby bound to pay the maintenance per month to the promoter till handover of the Project as a whole (or to the Association if formed). However, in case of elongated time frame in handing over to the Association as defined in Part I of the First Schedule for.

12. **DEFECT LIABILITY :**

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

13. **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(s) 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.

14. **USAGE:**

Use of service areas:- The service areas, if any, as located within the Kamala Dham, 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

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

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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 Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar A.D.S.R. Raniganj 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan Part II of Fourth Schedule including waving 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.

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

**25. SEVERABILITY:**

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

this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the 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 Raniganj 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 Additional District Sub-Registrar at Raniganj, District Sub Registrar / District Registrar at Paschim Bardhaman or at any place having jurisdiction to register the Agreement. Hence this Agreement shall be deemed to have been executed at Raniganj and/or any place having jurisdiction to register the Agreement.

29. **NOTICES:**

That all the 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 specified below:-

Akaisha Bhuwalka Buildcon LLP	Allottee(s) name
Address	Address.....

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

30. **JOINT ALLOTTEE:**

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 Allottee(s).

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder. Waiver or limitation of any right or interest and/or in any document hereafter, shall be valid and binding.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION :**

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

**(Any additional terms and conditions are not in derogation or inconsistent with the terms and conditions set out in the WBHIRA Act and Rules and Regulations made thereunder)**

34. The Parties herein declare and confirm that the additional terms and conditions in addition to the fore mentioned terms are the contractual understanding between the parties and have been mutually agreed upon and have been mutually added and/or clarified by the parties to the basic format suggested under the Rules. Such additional/clarifications 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.

- i) It is obligation on the part of the Allottee to get this Agreement registered before the concerned registering authority, in case the Allottee defers to get the agreement registered for whatsoever may be the reason the Promoter shall not held liable and it is agreed between the Parties that the Allottee shall continue to pay the payments as per the milestones as stipulated in the payment schedule as mentioned in Part II of the Fourth Schedule hereinafter.
- ii) Notwithstanding to the terms as stipulated in Clause 7.5 & 9.3 hereinabove, on cancellation by Allottee and/or in case of default of the Allottee, if any amount required to refunded to the Allottee out of the amount paid under this agreement to the Promoter, the fees and charges

relating to this Agreement for Sale including the stamp duty, registration fees, GST, other applicable levies, Advocate fees, incidental and other expenses shall not be refunded by the Promoter.

- iii) In continuation to the terms as stipulated in clause 7.2 hereinabove, after the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs.
- iv) It is mutually agreed between the parties that in respect of the Apartment/Units, other spaces, properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.
- v) The Promoter hereby clarifies that any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises and the Promoter shall not be under obligation to handover the common amenities to such association. The Association shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 and the promoter shall hand over of the maintenance of the Premises to such Association and the Association shall be responsible for the maintenance of the Buildings and the Premises.

It is also stipulated that all the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein. The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Eighth Schedule** and until the association is formed by the Apartment Owners the Allottee has irrevocably agreed to be bound by the rules and regulations as specified in **Eighth Schedule**. The Allottee(s) hereby also agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Seventh Schedule** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

- vi) Pertaining to the liability of the Promoter for rectifying any defect in the apartment or the building it is hereby clarified that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment/Units by the Allottee(s) including the Allottee herein. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building. Further if the Allottee(s) of their own has made any structural changes in any form in their respective units and/or common areas in the building, that may affect the structure of



the building in any manner, in such circumstances the Promoter shall not be liable to rectify the defects and/or to pay any compensation.

- vii) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall, until handing over the possession of all the Apartments, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/ further construction in the Premises including by raising of any additional floor/storey/ construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. It further clarified that such addition construction shall be carried out by the Promoter only obtaining necessary permission / sanction from the concerned authorities or get the same regularized/ approved.

## **FIRST SCHEDULE**

### **PART-I**

**(the words as defined)**

- I. **ADDITIONAL PAYMENTS** shall mean the additional payments mentioned in Part-I of the Seventh Schedule hereto which are to be paid by the Purchaser to the Developer/Promoter in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;
- II. **AGREED CONSIDERATION** shall mean the consideration mentioned in Part-I of the Fourth Schedule hereto payable by the Purchaser to the Developer/Promoter for acquiring the said Flat Unit;
- III. **ARCHITECT(S)/ENGINEER(S)** shall mean Sajal Kumar Bandopadhyay, and such other person or persons as may be appointed from time to time by the Developer/Promoter for the purpose of this Project;
- IV. **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Developer/Promoter and the representatives of all the buyers of Flat Units and which shall be formed or incorporated at the instance of the Developer/Promoter for the Common Purposes with such rules and regulations as shall be framed by the Developer/Promoter;

- V. **BUILDINGS** shall mean the 6 (Six) buildings consisting of ground and upper five floors, and other structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions, including the Community Hall, Gymnasium, that may be constructed on the Premises by the Promoter from time to time;
- VI. **BOOKING MONEY** shall mean the 10% of the total consideration as per terms of this Agreement;
- VII. **CARPET AREA** shall have the meaning as ascribed to it in the Act;
- VIII. **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes as mentioned in the fifth schedule;
- IX. **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings/Complex and the said Property including all the present and future phases, like staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the Fifth Schedule hereto;
- X. **COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Unit Owners, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- XI. **CORPORATION** shall mean the Asansol Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- XII. **DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession or deemed possession of the said Flat after discharging all his liabilities and obligations;
- XIII. **DATE OF COMMENCEMENT** of Liabilities shall mean the date after expiry of 15 days from the date of the Possession Notice (defined under Clause 7.2 above) or date of date of actual possession whichever is earlier;
- XIV. **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Vendor in favor of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

- XV. **DEPOSITS** shall mean the amounts mentioned in Part-I of the Fourth Schedule hereto and to be deposited by the Purchaser with the Developer/Promoter and shall also include any other amount that the Developer/Promoter may require the Purchaser to deposit;
  
- XVI. **DEVELOPMENT AGREEMENT** shall mean the Agreement made between the Owner and the Developer/Promoter regarding development and construction on the said Property as mentioned in the Part II of the Second Schedule on ..... before the Notary Public at Asansol and thereafter Registered Development Agreement executed dated ..... including Supplemental Agreements and modifications made/to be made from time to time;
  
- XVII. **“EXCLUSIVE BALCONY / VERANDAH / OPEN TERRACE AREA” OR “EBVT AREA”** shall mean have the same meaning as ascribed to it under the Act.
  
- XVIII. **APARTMENT / FLAT / UNIT** shall mean the Flat/Unit and/or other space intended to be built and constructed by the Developer/Promoter and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Buildings together with the right, if any, to park car/motorcycle in a Parking Space, appurtenant to such Flat, together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
  
- XIX. **APARTMENT / FLAT / UNIT** shall, according to its context, mean all allottees and/or intending allottees of different Apartments in the Buildings including the Vendor in respect of such Apartments as may be retained and are not alienated and/or not agreed to be alienated for the time being by them;
  
- XX. **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Asansol Municipal Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Vendors;
  
- XXI. **FUTURE PHASES** shall include addition of more land / area in the entire project and extend the complex by purchasing more adjacent land for various other phases other than project land of Developer / Promoter i.e. Kamala Dham Phase II namely Godavari and Kamala Dham Phase - III.
  
- XXII. **LAND / TOTAL PROPERTY** shall mean the land measuring more or less ..... Sq. Ft. comprised in the said Property and delineated in **GREEN** color in map or plan annexed hereto and particularly described in Part I of Second Schedule;
  
- XXIII. **MAINTENANCE AGENCY** shall mean the Developer/Promoter itself or any association

syndicate, committee, body society or company, formed / incorporated / appointed by the Developer/Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building;

XXIV. **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Developer/Promoter and upon its formation, to the Association;

XXV. **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and SINGULAR NUMBER shall include the plural and vice versa.

XXVI. **“NET AREA”** shall mean the aggregate of the Carpet Area and the EBVT area.

XXVII. **OWNER** shall mean Sri Om Prakash Bhuwalka, Son of Late Ganesh Das Bhuwalka, Income Tax PAN No.- AIZPB1892J, by occupation Business, by Faith Hindu, Indian Citizen, resident of 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) including its legal heirs, successors, executors, administrators, legal representatives and assigns.

XXVIII. **PARKING SPACES** shall mean the spaces on the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings identified or unidentified as may be sanctioned by the concerned authority for parking as mentioned in Part II of Third Schedule. Shortest walking distance between the building entrance lobby and entry to location where a medium size car or a two wheeler is parked shall not exceed 125 meters..

XXIX. **PLAN/PLANS** shall mean the Plan sanctioned by the Asansol Municipal Corporation vide nos. ....  
for construction of new buildings partly for residential and partly for commercial purpose and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any

XXX. **POWER OF ATTORNEY** shall mean a Registered Power Of Attorney made by Sri Om Prakash Bhuwalka son of Late Ganesh Das Bhuwalka in favour of Sri Vivek Bhuwalka son of Sri Om Prakash Bhuwalka vide Deed No. ....

XXXI. **PROJECT** shall mean the work of development of the said Property, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance/in favour of the Unit Owners in respect of Apartment and common area to the Association of the Allottee.

XXXII. **PROJECT ADVOCATE** shall mean Mr. Shouvik Dey (Advocate) who have been appointed by the Vendor and have prepared this Memorandum and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Buildings and

the Flat Units therein, including the Deeds of Conveyance;

- XXXIII. **PROPORTIONATE/UNDIVIDED SHARE** in relation to an apartment/unit/flat with all its cognate variations shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Project as mentioned in Fifth Schedule which is attributable to the apartment/unit/flat concerned;
- XXXIV. **PURCHASER / ALLOTTEE** shall mean and include:
- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
  - (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;
- XXXV. **RIGHTS ON PURCHASER'S / ALLOTTEE'S DEFAULT** shall mean the rights mentioned in the Part I of the Tenth Schedule hereto and also in clause 9.3 above to which the Developer/Promoter shall be entitled in case of any default or breach by the Purchaser;
- XXXVI. **RIGHTS ON DEVELOPER/PROMOTER'S DEFAULT** shall mean the rights mentioned in the Part II of the Tenth Schedule hereto to which the purchasers shall be entitled in case of any default or breach by the Developer/Promoter.
- XXXVII. **SAID PROPERTY** shall mean All That Land measuring more or less ..... Sq. Ft. within the total property TOGETHER WITH structure standing thereon and being part of Holding/Premises No. A/26, and more fully described in **PART- II OF SECOND SCHEDULE** written hereunder border **ORANGE** in the MAP or PLAN annexed as annexure B herewith.
- XXXVIII. **VENDOR** shall mean and the Owner and the Developer/Promoter, where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**(TOTAL PROPERTY)**

**ALL THAT** land measuring more or less ..... decimal under L.R. Dag No. ...., within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj, equivalent to ..... Sq.

Ft., under L.R. Khatian No. 4474 and border **GREEN** in the MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed:

**PART-II**  
**(SAID SCHEDULED PROPERTY)**

**ALL THAT** the piece and parcel of land measuring ..... Sq. Ft. (be the same little more or less) under L.R. Dag No. ...., under L.R. Khatian No. 4474 within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and border **ORANGE** in the MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed.

**PART-III**  
**BALANCE PROPERTY**

**ALL THAT** Land measuring more or less ..... Sq. Ft. under L.R. Dag No. ...., within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and Border **RED** in MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**PART-I**  
**"SAID FLAT"**

ALL THAT the Residential Flat No ....., type ..... BHK, measuring ..... Sq. Ft. (..... Sq. Ft.) Super-Built-Up Area equivalent to Carpet Area (CA) ..... Sq. Ft. with EBVT ..... Sq. Ft. totaling Net Area (CA+EBVT) of ..... Sq. Ft., on the ..... Floor of Block "...." of the under construction Building named ".....", Tiles Flooring, in the Project named "KAMALA DHAM" to be constructed at the said Property. Border **RED** in the MAP or PLAN annexed as Annexure "A" herewith which do form a part of this Deed.

**PART-II**  
**"SAID PARKING SPACE"**

ALL THAT the right to park Car / Motorcycle in:

- (i) 1 (One) covered ..... parking space in the ground floor measuring .... Sq. Ft.

(..... Sq. Ft.) Super-Built-Up area more or less, equivalent to Carpet Area ..... Sq. Ft.  
Cement Flooring;

**PART-III**  
**(the period to complete the said Unit and handover the same)**

The estimated date of making of the said Flat ready for the purpose of delivery of possession is ..... for Kamala Dham Phase - I. The aforesaid shall also be subject to Force Majeure.

**FOURTH SCHEDULE**  
**PART - I**  
**(Total Consideration)**

The agreed consideration for sale of said Unit/Apartment is detailed below:

Description	Amount
Unit Price :	
d) Cost of Unit	Rs. _____/-
e) Cost of exclusive balcony or verandah areas	
f) Proportionate cost of Common Areas with external wall thickness etc.	
g) Car-parking Space	Rs. _____/-
Sub-Total	Rs. _____/-
Other Charges:	
(a) Interest Free advance common area maintenance charges for 12 months	a) Rs. _____/-
(b) Maintenance Deposit for Sinking Fund	b) Rs. _____/-
(c) Contribution for becoming Member of the Association.	c) Rs. _____/-
(d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals.	d) Rs. ....../-
(e) Proportionate of Transformer	e) Rs. ....../-
(f) D.G charges (for 1Kw)	f) Rs. ....../-
(g) Club Membership Charges	g) Rs. _____/-
(h) Miscellaneous charges per Apartment.	h) Rs. _____/-
Sub-Total	Rs. _____/-

Total	
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**PART - II**

**PAYMENT SCHEDULE**

The Agreed Consideration mentioned in Part I of the Third Schedule is to be paid to the Developer/Promoter in the following manner:

Booking Amount	10% (+GST as Applicable)
On Start of Excavation	10 % (+GST as Applicable)
On completion of Ground Floor Roof	10 % (+GST as Applicable)
On completion of First Floor Roof	10 % (+GST as Applicable)
On completion of Second Floor Roof	10 % (+GST as Applicable)
On completion of Third Floor Roof	10 % (+GST as Applicable)
On completion of Fourth Floor Roof	10 % (+GST as Applicable)
On completion of Fifth Floor Roof	10 % (+GST as Applicable)
On completion of Brick Works	10 % (+GST as Applicable)
On Completion of Flooring	5 % (+GST as Applicable)
On Offer of Possession	5% (+GST as Applicable) +Other Charges

**NOTE :-** The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

Developer/Promoter shall raise GST bill within one month from the date of signing of this agreement, irrespective of stage of completion.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**COMMON PORTIONS**

**(Applies to present phase and all other phases in future within**

**Total Property as mentioned in Part One of Second Schedule)**



- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well / Asansol Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank
- l) Common toilets (if any)
- m) Room for Darwans(if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Gymnasium, swimming pool, community hall
- u) Any other area as per prevailing Act and Rule.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**SPECIFICATIONS**

<b>Foundation</b>	: Pile Foundation
<b>Structure</b>	: Rcc framed
<b>Brick Walls</b>	: Fly Ash Bricks
<b>ROOMS</b>	
Flooring	: Vitrified tiles
<b>LIVING &amp; DINING</b>	
Flooring	: Vitrified tiles

<b>KITCHEN</b>	
Flooring	: Ceramic tiles / Vitrified tiles
Counter	: Granite Top
Sink	: Stainless Steel
Dado	: Ceramic Tiles (2 feet above counter)
<b>TOILETS</b>	
Flooring	: Anti-Skid Ceramic Tiles
Dado	: Ceramic tiles (up to Door Level)
WC	: Commode / Indian
<b>Wash Basin</b>	: Ceramic
Fitting	: CP fittings of reputed brand
<b>DOORS</b>	
Frame	: Imported Timber
Shutter	: Flush Doors
<b>WINDOWS</b>	: Aluminum Windows with glass panels
<b>INTERNAL FINISHES</b>	: Wall Putty
<b>EXTERNAL FINISHES</b>	: Good quality Weatherproof Acrylic paint
<b>ELECTRICAL</b>	: Concealed copper wiring and modular switches
	: Provision for AC (For one room only), TV & Telephone points in one bedroom, living & dining room and Geyser point in toilets
<b>LIFT</b>	: Automatic lifts of Reputed Company.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

***PART I***

**ADDITIONAL PAYMENTS**

- a) Additional consideration payable to the Developer/Promoter in case there is any increase in area of the said Flat upon construction being made and the measurement being certified by the Developer/Promoter. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.
- b) Price, cost, charges and expenses levied by the Developer/Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, including the costs, charges and expenses for revision of the Plans for the said Flat.
- c) Works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge

that may be imposed or charged regarding the said Flat Unit, the Buildings, the said Property and/or the Project.

- d) Stamp duty, registration fee, misc. expenses for registration of deed of conveyance/Agreement for sale and all other taxes, levies, miscellaneous and other allied expenses relating to this Memorandum, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.
- e) Legal fees payable to Project Advocate, Club Membership (if any), Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters but excluding security deposit to be made to the Concern Authority for installation of such electric meter, and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Unit Owners that may be provided by the Developer/Promoter in the Buildings, the said Property and/or the Project.
- f) Formation of the Association for the Common Purposes.

The Additional Liabilities that are not quantified above shall be quantified by the Promoter at the appropriate time. In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Developer/Promoter without raising any objection whatsoever.

## **PART-II**

### **“DEPOSITS”**

**The following Deposits are not included in the Total Price / Agreed Consideration and the Allottee has agreed and undertaken to pay the same within 15 (Fifteen) days of demand without raising any objection whatsoever regarding the same.**

- a) Maintenance deposit at the rate of Rs. .... Per Square Feet of Super Built-Up area of the said Apartment.
- b) Deposit for electric supply/ individual meter for the said Flat as per actuals payable to the electricity supply authority.
- c) Deposit for any other item in respect of which payment is to be made by the Purchaser under Part-I of this Schedule.

**The Deposit number Item no. (a) shall be paid by the Allottee to the Promoter in terms of Possession Notice**

**THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

**“RIGHTS OF VENDORS, MAINTENANCE AGENCY & ASSOCIATION”**

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Developer/Promoter whose decision shall be final and binding on the Purchaser.
- b) The Vendor shall have equal right, title and interest with the Unit Owners of the Project in respect of Club, gymnasium, swimming pool, community hall and all other common portions of the Project.
- c) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency / Association and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat Unit.
- d) Maintenance Agency/Association will form rules, regulations for use, enjoyment, management of the Project as well as the common area of the Project which is binding upon the Purchasers.
- e) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- f) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

**THE NINTH SCHEDULE ABOVE REFERRED TO**

**“PURCHASER’S COVENANTS”**

1. The Purchaser agrees undertakes and covenants to:

- a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
- b) Permit the Developer/Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
- c) Deposit the amounts for various purposes as required by the Developer/Promoter /Maintenance Agency or the Association;
- d) Use and occupy the said Flat only for the purpose of residence;
- e) Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) Keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings.
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of main materials and utilities;
- i) Sign and deliver to the Developer/Promoter all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the electric supply authority in the name of the Purchaser and until the same be obtained, the Developer/Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- j) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the

Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter or Maintenance Agency (upon formation).

- k) Bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat Unit wholly;
- l) Pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipality;
- m) Pay for other utilities consumed in or relating to the said Flat Unit;
- n) Allow the other Unit Owners the right to easements and/or quasi-easements;
- o) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
- p) Observe and comply with such other covenants as be deemed reasonable by the Developer/Promoter for the Common Purposes.
- q) The Allottee has been made aware and has unconditionally agreed that the occupants of Said Flats/Units in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project.
- r) The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

2. On and from the Date of Possession, the Purchaser agrees and covenants:

- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the

outside wall of the Buildings save at the place as be approved or provided by the Developer/Promoter. Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;

- b) Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- c) Not to install Grills of the design of which have not been suggested and/or approved by the Developer/Promoter.
- d) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
- e) Not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Developer/Promoter in writing or in the manner as near as may be in which it was previously decorated;
- f) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift, maintenance ducts or in any other common areas or installations of the Buildings;
- g) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- h) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- i) Not to claim any right over and/or in respect of the additional construction on the roofs of the Buildings or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Developer/Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or construction of further or additional floors/storey/constructions that may be made by the Developer/Promoter thereat or on any part thereof;
- j) Not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Developer/Promoter from time to time even after the Date of Possession;

- k) Not to shift or obstruct any windows or lights in the said Flat or the Buildings;
  - l) Not to permit any new window light opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Developer/Promoter and/or the Association;
  - m) Not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchaser, if any, as mentioned in Part II of the Third Schedule;
  - n) Not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.
  - o) Not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior permission from the Asansol Municipal Corporation and other concerned authorities as also the Developer/Promoter and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
  - p) Not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the said Flat Unit in any manner that may cause nuisance to occupiers of the other portions of the Buildings and not to use the said Flat Unit as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes, 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 car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutchra 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 any putting any articles shall not be allowed in the parking space;
  - q) Not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
  - r) Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum;
  - s) Not to change the Project name and its logo under any circumstances whatsoever;
4. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Developer/Promoter including any further constructions, additions or alterations that may be made from time to time.
5. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other



Apartment Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

6. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
7. The Purchaser agrees undertakes and covenants not to commit breach of any of the covenants made in this Memorandum.

**THE TENTH SCHEDULE ABOVE REFERRED TO**

***PART - I***

**"RIGHTS ON PURCHASER'S DEFAULT"**

- a) In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the Third, Fourth and Eighth Schedules hereto) or otherwise by the Purchaser to the Vendors, interest shall be payable by the Purchaser at the agreed rate of as per the then State Bank of India Prime Lending Rate plus two percent per annum and/or as per the prevailing act from the due date till the date of payment;
- b) In case of there being a failure refusal neglect breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations, then the Developer/Promoter or any of them shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Developer/Promoter, then the Purchaser shall be liable to pay to the Developer/Promoter compensation and/or damages that may be quantified by the Developer/ Promoter.
- c) In case of default in payment of any amount payable hereunder or otherwise for more than 2 months after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach failure refusal or neglect within 2 months from the date of issue of the Notice mentioned above, then in that event the Developer/ Promoter or any of them shall be entitled to cancel/terminate the Memorandum/Allotment.
- d) In case of termination of the Memorandum/Allotment, without prejudice to the other rights which the Developer/ Promoter may have against the Purchaser, the Developer/ Promoter shall be entitled to deduct and retain booking money as pre-determined and agreed liquidated damages for cancellation of

the Memorandum/ Allotment and the remaining sum received by the Developer/Promoter from the Purchaser shall be refunded to the Purchaser without any interest within a period of 6 (six) months of termination.

- e) Upon cancellation/termination of the Memorandum /Allotment being made by the Developer/ Promoter, all rights and/or claims of the Purchaser, if any, against the Developer/ Promoter, the said Flat Unit, the Buildings and/or the said Property shall stand extinguished and the Developer/ Promoter shall be entitled to transfer deal with and dispose of in any manner the said Flat Unit to any person on such terms and conditions as may be deemed fit and proper by the Developer/ Promoter and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Developer/ Promoter compensation and/or damages that may be quantified by the Developer/ Promoter.
- g) Besides the aforesaid rights the Developer/ Promoter shall also be entitled to any other right to which the Developer/ Promoter may be entitled to in law by reason of any default or breach on the part of the Purchaser.

## **PART – II**

### **“RIGHT ON DEVELOPER / PROMOTER’S DEFAULT”**

In case of default by the Developer/ Promoter in fulfilling any of their obligation in handing over possession of the said flat in time subject to force majeure the purchaser shall be entitled to claim interest as per the rate prescribed in the Rules as per the prevailing act.

**The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O, Raniganj, Dist – Paschim Bardhaman**

**IN WITNESSES WHEREOF** the Sellers, Developer/ Promoter and the Purchaser as hereinabove mentioned, put their respective hands unto this Indenture on the day, month and year first above written in presence of the following witnesses: -

*This Deed has been printed in 32 Pages and in Page No. 1 (A) Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed.*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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