

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this ____ day of _____, 2023

BY AND BETWEEN

- 1.1.1 **DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.2 **JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.3 **DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.4 **ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.5 **ANGARIK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.6 **LENTILS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.7 **SHALLOT TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.8 **SALSIFY COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.9 **SALSIFY VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.10 **SALSIFY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;

- 1.1.11 **NAVY BEANS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.12 **NETTLES VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.13 **NETTLES DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.14 **ENDIVE VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.15 **NERINE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.16 **ENDIVE TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.17 **NERINE VYAPAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Auckland Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.18 **ENDIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.19 **NAVY BEANS COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.20 **NAVY BEANS DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.21 **LENTILS TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;

- 1.1.22 **NERINE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.23 **ENDIVE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.24 **LENTILS TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.25 **LENTILS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.26 **ENDIVE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.27 **NAVY BEANS TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.28 **FRISEE TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.29 **ANTRAY CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.30 **ANTRAY REALESTATE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.31 **ANTRAY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.32 **ARUNABH DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;

- 1.1.33 **ASHTEK CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.34 **ASHTEK INFRANIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.35 **DEBAJAM CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.36 **DEBAJAM DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.37 **GANADHI VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.38 **JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.39 **JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.40 **JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.41 **DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.42 **DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.43 **JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.44 **JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.45 **KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.46 **KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.47 **KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.48 **KALASHDHA DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.49 **KALASHDHA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.50 **KALASHDHA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.51 **KALASHDHA VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.52 **RAJNANDITA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.53 **RAJNANDITA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.54 **RANCHHOR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.55 **RITUDHAR CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.56 **RITUDHAR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.57 **SWAPNO VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.58 **PUSHAPDHAM MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.59 **PUSHAPDHAM VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.60 **PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.61 **PUSHAPDHAM ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.62 **BAHUMULYA TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.63 **BAHUMULYA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.64 **BAHUMULYA MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.65 **BAHUMULYA DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.66 **PUSHAPDHAM DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.67 **SHIVKRIPA NIRMAAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.68 **SHIVPARIWAR HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.69 **SHIVRASHI RESIDENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.70 **SHIVMANI INFRATECH PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.71 **REACHSMART REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.72 **GOLDENSIGHT NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.73 **HEADFIRST NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.74 **UNNATI BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.75 **UNNATI HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.76 **YASODA ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017; All represented by their Constituted Attorney, **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm,

having its office at 3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017, pursuant to the Power of Attorney dated 17th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No.6, at Pages 2307 to 2357, Being No.02356 for the year 2015 hereinafter collectively referred to as '**the Owners**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns), represented by its Authorised Signatory, **AJAY JHUNJHUNWALA**, son of Champalal Jhunjhunwala, having **PAN No. AHSPJ2048J AND AADHAAR NO.434578794827**, working for gain at 3A, Auckland Place, 10th Floor, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata – 700 017, of the **FIRST PART**;

AND

ARISTO INFRA DEVELOPERS LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 **PAN ABBFA5131E**, having its office at 3A, Auckland Place, 10th Floor, Suite no. 10B, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700017, represented by its Authorised Signatory, **AJAY JHUNJHUNWALA**, son of Champalal Jhunjhunwala, having **PAN No. AHSPJ2048J AND AADHAAR NO. 434578794827**, working for gain at 3A, Auckland Place, 10th Floor, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata – 700 017, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **SECOND PART**

AND

Mr./Ms. [•] (Aadhar No. [•] / (PAN No.[•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as 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, representatives and/or assigns)

[Please insert details of other allottees(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties and individually as 'Party'

WHEREAS:

- A. The Owners are the absolute and lawful owners of the property more fully described in the **Part-I of the SCHEDULE A** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **"Project Land"**), which was purchased by Owners from time to time.

- B. The Owners and the Promoter have entered into a Joint Development Agreement dated 23rd September'2014 registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD Volume No. 1, Pages from 4224 to 4290, Being No. 00213 for the year 2015 (hereinafter referred to as "the **said Joint Development Agreement**") for developing ALL THAT pieces and parcels of land containing by measurement an area of 9.1917 cares equivalent to 566 Cottahs 1 Chittacks 35 sq. ft. more or less, including the said Project Land by carrying out constructions thereat. The Owners have also granted a Power of Attorney dated 17th April 2015 and registered with the Additional Registrar of Assurance –III, Kolkata, in Book No IV, CD Volume 6, Pages 2307 to 2357, Being No. 02356 for the year 2015 to the Promoter (hereof thereafter referred to as "the **said Power of Attorney**") to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project and the remaining piece and parcel of land as hereinbefore stated.

- C. The Project Land is intended for the purpose of development of a housing project thereon presently named as "**Signum Parkwoods Estate Phase II**", comprising of 2 (two) residential G+8 storied buildings ("Buildings") comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat (**Project**).

- D. The Owners and the Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project Land on which Project is to be constructed have been completed.

- E. The Bhadreswar Municipality has granted the commencement certificate to develop the Project vide approval dated 21st January 2022.
- F. The Promoter has obtained the sanction of the final layout plan, and approvals for the Project and also for the apartment, plot or building, as the case may be, from Bhadreswar Municipality (**Plan**). 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 Real Estate (Regulation & Development) Act, 2016 and other laws as applicable.
- G. The Promoter shall obtain the registration certificate in respect of the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 from the West Bengal Real Estate Regulatory Authority at Kolkata.
- H. The Allottee has applied for allotment of an apartment in the Project vide application No. [■] dated [■] and has been allotted Apartment No.[■] having carpet area of [■] square feet, Type - `___` BHK- ____, on the [■] floor in /Tower/block/building No. [■] ("**Building**") along with [■] garage/covered parking/open parking space (being part of the limited common areas as defined herein after and not being a part of the Project Common Areas, Amenities and Facilities) being Parking Space No. [●] measuring [●] square feet ("**Parking Space**") in the [●], to be developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B**, hereto together with the pro rata share in the common areas, amenities and facilities of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in **Part I** of **Schedule C** as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") morefully mentioned in **Part - I** of the **Schedule B** hereto **TOGETHER WITH** the right to enjoy the Common Areas, Amenities and Facilities of both the Phase I and the Project as and when they are constructed or made ready and fit for use (**Parkwoods Common Areas, Amenities and Facilities**), morefully mentioned in **Part II** of **Schedule C** hereto and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"** **TOGETHER WITH** the proportionate, variable undivided and impartible share in the

land forming a part of project Signum Parkwoods Estate in its entirety, in the proportion the area of the said Apartment bears to the total area of all the apartments in the entire project Signum Parkwoods Estate at any point of time.

- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Promoter, on the basis of a plan sanctioned by the Bhadreswar Municipality, being Building Plan No. 1183 Per dated 22nd June, 2018, the same is revalidated on 9th September, 2021, for the construction of 4 (four) G+8 storied residential buildings (“Buildings”), on a portion of land more fully described in **Part – III** of the **Schedule A** hereto and delineated in the Plan/Map annexed hereto and bordered in orange (“**Phase 1 Land**”) and has completed construction of 4 (four) G+8 storeyed buildings car parking spaces, other spaces and various common areas and facilities (“**Phase 1**”), as the first phase of development of Project Signum Parkwoods Estate. Both the aforesaid Phase 1 and the Project shall be construed as distinct and separate real estate projects within the meaning of the provisions of the West Bengal Housing Industry Regulation Act, 2017 and the West Bengal Real Estate (Regulation & Development), Act, 2016 but shall be collectively referred to as project **Signum Parkwoods Estate** and the common areas, amenities and facilities of Phase 1 and the said Project and the common areas, amenities and facilities of any future development on the remaining portion of land adjacent to the said Project may be shared with all the allottees of Signum Parkwoods Estate as morefully mentioned in Clause 1.9 herein shall also be collectively referred to as project **Signum Parkwoods Estate**.
- K. The Promoter may take up construction and development of the remaining 2 buildings to which the Plan also relates, in due course in terms of the Plan in the manner it may deem fit and proper. The Allottee has been informed that the Plan is valid till 24th July, 2023 and the Promoter shall thereafter be required to apply for revision or revalidation of the Plan in order to continue with the development of the

remaining land to which the Plan also relates. The Allottee agrees and hereby accords its consent to the Promoter and/or its nominees/assignees to revise and revalidate the said Plan with such modification and/or alteration as may be required in order to continue construction and development on the remaining land to which the Plan also relates.

- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- M. 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.
- N. 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 said Apartment together with the right to enjoy the Parkwoods Common Areas Amenities and Facilities (as and when ready) and the Allottee hereby agrees to purchase the said Apartment subject to the terms and conditions contained in all the recitals above. It is also mutually agreed that the Parkwood Common Areas, Amenities and Facilities including the Project Common Areas, Amenities and Facilities shall be conveyed to the Association of the allottees of both Phase 1 and the Project which shall be formed upon obtaining the Completion Certificate in respect of the Project as specified in recital H hereinbefore.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in recital H hereinbefore.

1.2 The Total Price for the said Apartment based on the carpet area is Rs. [■]_/- (Rupees [■] only) (“**Total Price**”):

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
A.	<u>Unit Price:</u> a) Cost of Apartment/Unit having carpet area of ____ sq ft, b) Cost of exclusive balcony measuring ____ sq ft or verandah c) Preferential Location Charge d) Floor Rise Charge	<i>[Please specify square rate]</i>	<i>[Please specify total]</i>

	<p>e) Proportionate cost of Common Areas. with external wall thickness etc.</p> <p>f) Covered parking / right to use open parking / podium basement / podium ground / podium first floor parking</p>		
	<p>Sub-Total :</p>		
<p>B.</p>	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator @Rs. [•]/- per KVA (0.5 KVA for 2 BHK , 0.75 KVA for 3 BHK and 1 KVA for 3 BHK (Big Size))</p> <p>(b) Proportionate share of installation of transformer/HT/LT</p>	<p>(a) [•]</p> <p>(b) [•]</p>	

<p>electricity supply and electricity charges calculated @ Rs. [•]/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/Documentation charges (includes the legal fees pertaining to drafting of this Agreement and the Deed of Conveyance only) excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at actuals</p> <p>(e) Club Development Charges per Apartment calculated @ Rs. [•]/- per sq.ft.</p> <p>(f) Interest Free common area maintenance charges for 12 months @ Rs.[•]/- per sq.ft of Unit Carpet area to be paid as per notice of possession.</p>	<p>(c) Rs. [•]/- (Rupees [•]) only</p> <p>(d) Rs.[•]/-</p> <p>(e)Rs. [•]/-</p> <p>(f) [•]</p> <p>(g) [•]</p>
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	(g) Charges for Formation of Association at actuals	
	SubTotal:	
C	Total GST (Goods and Services Tax)	
	Total Price (A+B+C)	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electricity Meter;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;

(d) Costs charges and expenses for providing satellite, cable TV connection, per such connection as per actuals;

(e) Interest Free Maintenance Deposit @ Rs. [•] per sq.ft of Carpet Area amounting to Rs. [•];

(f) Interest Free Deposit for Rates and Taxes @ Rs. [•] per sq.ft. of Carpet Area amounting to Rs. [•]; and

(e) Interest Free Sinking Fund @ Rs. [•] per sq. ft. of carpet area amounting to Rs. [•].

(g) Betterment Charges or other levies as may be imposed or charged by any Government Authorities or Statutory Bodies on the said Project or the said Apartment or upon its transfer.

The abovementioned Interest Free Maintenance Deposit and Interest Free Sinking Fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the allottees upon its formation.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment/Plot.

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST and if any as per law, Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of said Apartment.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30(thirty) days from the days of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Apartment includes 1) the pro rata share in Project Common Areas, Amenities and Facilities and (2) Parking Space (s) / as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottees 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 by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the Apartment or building, as the case may be, without previous written consent of the Allottee .Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Notwithstanding anything contained herein the Promoter shall be entitled to revise and/or revalidate the Plan in order to enable the Promoter to complete the development on the remaining land and the Allottee herein and hereby accords its consent to such revision and/or revalidation of the Plan.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Project Common Areas, Amenities and Facilities. Since the share / interest of the Allottee in the said Project Common Areas, Amenities and Facilities is undivided and

cannot be divided or separated, the Allottee shall use the Project Common Areas, Amenities and Facilities along with the other occupants, maintenance staff etc. , without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the said Project Common Areas, Amenities and Facilities to be association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Real Estate (Regulation & Development) Act, 2016.

(iii) That the computation of the Total Price of the said Apartment includes of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development, taxes, costs of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the [■] garage / covered / open parking space (not being part of the Project Common Areas, Amenities and Facilities) 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 Project Land and is not part of any other project or zone and shall not form a part of and /or linked except for proposed sharing of infrastructure, common areas, facilities and amenities with the said Phase I, and the Project and an easementary right being granted therein to the owners and occupants of the Project and Phase I, the said Project is an independent, self-contained project covering the Project 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 all the Parkwoods Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall be available only for use and enjoyment of all the allottees, owners and occupants of the said Phase I along with the allottees

owners and occupants of the Project and also in the event the Promoter so decides, for allottees of the separate residential project to be undertaken by the Promoter on the remaining land, adjacent to the Project Land. The Allottee understands and agrees that in the event the Promoter/Owner decide to carry out such future residential development on the remaining land, adjacent to the Project Land, and intends to further integrate the infrastructure share then the Allottee herein shall further have the right to use, avail and enjoy the common areas, amenities and facilities of such residential development which common areas, amenities and facilities shall also be deemed to be a part of the Parkwoods Common Areas, Amenities and Facilities.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. [■]/- (Rupees [■] only) as booking amount (**Booking Amount**) being part payment towards the Total Price of the said Apartment at the time of application, the receipt of which, together with applicable taxes thereon, the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining Total Price and the other charges and deposits as mentioned in clause 1.2 hereinbefore in respect of the said Apartment as prescribed in the Payment Plan as morefully mentioned in **SCHEDULE D** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he/she/it 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, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule D**] through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of [■].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the

Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and towards handing over the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be in accordance with applicable laws. Similarly the Allotees shall make the timely payments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan mentioned and described in **Schedule D** hereunder written.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the specifications of the said Apartment and accepted the Payment Plan, floor plans, layout plans, [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications. 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, F.A.R. and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Real Estate (Regulation & Development) Act, 2016 and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved Plans and specifications, assures to hand over possession of the Apartment on **30th September' 2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and

undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Assignor on its behalf shall offer the possession to the Assignee in writing within **45 (forty-five) days** of receiving the completion certificate of the Project. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / Association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within [■] days of receiving the occupancy/completion certificate of the Project.

- 7.3 **Failure of Allottee to take Possession of the Apartment-** Upon receiving a written intimation from the Promoter as per clause 7.2 hereinbefore, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. **(Date of Possession)** In case the Allottee fails to take possession within the time provided in clause 7.2, shall continue to be liable to pay maintenance charges as applicable on and from the date of expiry of the aforesaid timeline of 3 (three) months **(Deemed Date of Possession)** and it shall be deemed that the Assignee has been handed over possession of the said Apartment on and from such date.
- 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 hand over the necessary documents and plans, including all Project Common Areas, Amenities and Facilities, and the Parkwoods Common Areas, Amenities and Facilities to the association (s) of allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him/her/it 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 Real Estate (Regulation & Development) Act, 2016 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of it becoming due including compensation in the manner as provided under the Act. Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Promoter has the requisite rights to carry out development upon the Project

Land and has absolute, actual, physical and legal possession of the Project Land for the said 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 Project Land or the Project;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, building, said Apartment and the Parkwoods Common Areas, Amenities and Facilities including the Project Common Areas, Amenities and Facilities;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially 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 Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Parkwoods Common Areas, Amenities and Facilities including the Project Common

Areas, Amenities and Facilities Common Areas, to the association (s) of allottees or the competent authority, as the case may be;

- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (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 Date of Possession or the Deemed Date of Possession, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land or part thereof) has been received by or served upon the Promoter in respect of the said Project Land and/or the Project.
- (xiii) The Project Land or any part thereof is not Waqf Property.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate (Regulation & Development) Act, 2016 or the West Bengal Real Estate (Regulation & Development) Rules, 2021 or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment of instalment of the Total Price without any interest: or
- (ii) The Allottee shall have the option of terminating the Agreement, in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of receiving the termination notice.

Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021, for every month of delay till the handing over of the possession of the said Apartment to the Allottee by the Promoter.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan contained herein, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Allottee or the

Promoter, as the case may be, serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the Total Price and the extras and deposits as mentioned in clause 1.2 herein, from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Project Common Areas, Amenities and Facilities within 3 (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 fails to deposit the stamp duty and/or registration charges within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies /penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID APARTMENT/PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees. .

11.2 Formation of Association:

- a. The common areas, amenities and facilities of the Project shall be handed over to the association of allottees of the Project and the Parkwoods Common Areas, Amenities and Facilities shall be handed over to the Federation of all the respective associations in the Project Signum Parkwoods Estate (being collectively the said Phase I and the Project) upon it's formation (collectively the "Association").

- b.** It is incumbent on the Allottee to complete the formalities of becoming members of the concerned Association and also to comply with the Rules and Bye-laws of the Association.
- c.** The Promoter shall at an appropriate time from the date of receiving Completion Certificate of the Project, shall notify the allottees/assignees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.
- d.** The Allottee, when called upon to do so by the Promoter, shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the West Bengal Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself or through their attorneys, as may be advised by the Promoter for smooth and hassle-free completion of the whole process.

11.3 The cost of such maintenance has been included in the Total Price of the Apartment. So long as the maintenance of the Parkwoods Common Areas, Amenities and Facilities are not taken over by the Federation and the Project Common Areas, Amenities and Facilities are not taken over by the association, the maintenance activities will be operated by the Promoter or through its nominees and the maintenance charges as may be decided by the Promoter or it's maintenance agency for providing such maintenance or may hand it over to the Competent Authority under the Act

12. DEFECT LIABILITY:

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

the above said responsibility of the Assignor shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Assignor to the Assignee ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done/renewed by the assignee and/or the Association, the Assignor shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. The Assignee has been made aware and the Assignee expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Assignee, it shall be necessary for the Assignee to provide the Assignor or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Assignee, without first notifying the Assignor and without giving the Assignor the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Assignor shall be relieved of its obligations contained hereinbefore.

13. **RIGHT OF ALLOTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTAINENCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of common areas, amenities and facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it)and performed by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter/maintenance agency/association of allottees shall have the right of unrestricted access of all common areas, amenities and facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Signum Parkwoods Estate Phase-II, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or the Project Common Areas, Amenities and Facilities, and Parkwoods Common Areas, Amenities and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Plot.
- 16.3 The Allottee shall plan and distribute his/her/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of

cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Allottee shall be entitled to avail the connection facilities of the designated two service providers to all the Apartments. However, installation charges, usage charges and renewal thereof for availing and using such connections shall be paid directly by the Allottees to the service provider and in no event shall the promoter be held liable for any disputes arising therefrom.

16.5 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule E** below.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), morefully described in **Schedule E** hereunder written.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority S(ies) except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

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

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, in that event serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same.

22. **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, as the case may be.

23. **RIGHT TO AMEND:**

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

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

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

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

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

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other

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

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

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

28. FURTHER ASSURANCES:

All 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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 Kolkata 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 Sub Registrar at A.D.S.R.- CHANDANNAGAR or D.S.R.-II- Hooghly or A.R.A.- I/II/III/IV. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

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

Name of Allottee/s :

Address:.

<u>OWNERS NAME</u>	<u>ADDRESS</u>
DEEPESH SHOPPERS PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
JAGSAK REALTORS PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
DEBAJAM REALTY PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
ARUNABH CONCLAVE PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
ANGARIK DEVELOPERS PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
LENTILS DEALCOM PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
SHALLOT TRADECOM PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
SALSIFY COMMERCE PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
SALSIFY VYAPAAR PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
SALSIFY VINCOM PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
NAVY BEANS DEALCOM PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
NETTLES VINTRADE PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
NETTLES DEALTRADE PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
ENDIVE VYAPAAR PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
NERINE VINIMAY PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
ENDIVE TRADERS PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
NERINE VYAPAR PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
ENDIVE VINCOM PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
NAVY BEANS COMMERCE PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
NAVY BEANS DEALTRADE PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
LENTILS TIE-UP PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
NERINE VINCOM PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
ENDIVE DEALCOM PRIVATE LIMITED	5A, Robinson Street, Kolkata – 700 017;
LENTILS TRADECOM PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
LENTILS VINIMAY PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
ENDIVE VINIMAY PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
NAVY BEANS TRADERS PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
FRISEE TRADECOM PRIVATE LIMITED	60-A,Chowringhee Road, Kolkata 700 020;
ANTRAY CONCLAVE PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
ANTRAY REALESTATE PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
ANTRAY VINCOM PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
ARUNABH DEVELOPERS PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
ASHTEK CONSTRUCTION PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
ASHTEK INFRANIRMAN PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
DEBAJAM CONSTRUCTION PRIVATE LIMITED	10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
DEBAJAM DEALCOM PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
GANADHI VINTRADE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
JAGSAK CONCLAVE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
JAGSAK DEVELOPERS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
JAGSAK REALTY PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;

DEBAJAM VANIJYA PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
DEBAJAM VINCOM PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
JAGSAK VANIJYA PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
JAGSAK VINCOM PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA CONCLAVE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA CONSTRUCTION PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA DEVELOPERS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA DEALCOM PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA VANIJYA PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA VINCOM PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
KALASHDHA VINTRADE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
RAJNANDITA CONCLAVE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
RAJNANDITA CONSTRUCTION PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
RANCHHOR VINTRADE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
RITUDHAR CONCLAVE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
RITUDHAR VINTRADE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
SWAPNO VINTRADE PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
PUSHAPDHAM MERCHANTS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
PUSHAPDHAM VYAPAAR PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
PUSHAPDHAM ENTERPRISES PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
BAHUMULYA TRADING PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
BAHUMULYA VYAPAAR PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
BAHUMULYA MERCHANTS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
BAHUMULYA DISTRIBUTORS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
PUSHAPDHAM DEALERS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
SHIVKRIPA NIRMAAN PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
SHIVPARIWAR HEIGHTS PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
SHIVRASHI RESIDENCY PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
SHIVMANI INFRA TECH PRIVATE LIMITED	133, Canning Street, 2 nd Floor, Kolkata-700001;
REACHSMART REALTORS PRIVATE LIMITED	7, Swallow Lane, Kolkata-700001;
GOLDENSIGHT NIRMAN PRIVATE LIMITED	7, Swallow Lane, Kolkata-700001;
HEADFIRST NIRMAN PRIVATE LIMITED	7, Swallow Lane, Kolkata-700001;
UNNATI BUILDERS PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
UNNATI HIGHRISE PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;
YASODA ENCLAVE PRIVATE LIMITED	3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017;

Promoter: ARISTO INFRA DEVELOPERS LLP

Address: 3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017

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

31. **JOINT ALLOTTEES:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kolkata. In the event, such disputes are not amicably settled between the parties, the same shall be settled through the Authority appointed under the Act.

34. **DISCLAIMER:**

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. **SAVINGS:**

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

36. SCHEME OF DEVELOPMENT OF THE PROJECT AND THE RIGHTS OF THE ALLOTTEE:

36.1 The Allottee, upon full satisfaction and with complete knowledge of the Scheme of Development of the Project and the Phase I as developed earlier, collectively referred to as Signum Parkwoods Estate and all other ancillary matters has entered into this Agreement. The Allottee has examined and is acquainted with the Scheme of Development of Signum Parkwoods Estate and has agreed that the Allottee shall have no objection in respect of the following Scheme of Development. The Allottee is acquainted that the proposed Signum Parkwoods Estate shall comprise of 6 (six) G+8 storeyed buildings together with such other spaces and various common areas and facilities to be constructed thereat being the Parkwood Common Areas, Amenities and Facilities. The Promoter has already completed construction of 4 (four) G+8 storeyed buildings as Phase 1 and now intends to take up construction and development and construction of 2 (Two) residential G+8 storied buildings, being the instant Project. The Promoter reserves its right to carry out further development on land adjoining Signum Parkwoods Estate either through itself or through third party

developers and further reserves the discretion to share the common areas, amenities and facilities of such development with the Parkwoods Common Areas, Amenities and Facilities in due course of time and in the manner it may deem fit and proper. The Allottee having understood the same, hereby accords its consent to the same and undertakes not to raise any claims thereto.

36.2 The parties agree that after deducting the Phase I Land morefully described in Part III of Schedule A herein and the Project Land morefully mentioned in Part I of Schedule A herein the remaining portion of the land in terms of the Development Agreement dated 23rd September, 2014, shall not constitute any common areas and only the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities shall be conveyed to the Association of the allottees of the Project along with the amenities and facilities meant for use of all allottees of the Project Signum Parkwoods Estate (which shall be formed in terms of the provisions of the West Bengal Apartment Ownership Act, 1972 and the Allottee agrees to pay pro rata share of the stamp duty and registration charges and the costs as may be payable in respect of such transfer of the Parkwoods Common Areas, Amenities and Facilities to the Federation and for formation of the Association. It is also mutually agreed that the Parkwoods Common Areas, Amenities and Facilities shall be conveyed to the Federation of the Associations of the allottees of Signum Parkwoods Estate, which shall be formed upon obtaining the Completion Certificate in respect of the Signum Parkwoods Estate.

36.3 The Allottee has been made expressly aware that the open parking spaces are a part of the limited common areas as defined in Section 3(i) of West Bengal Ownership Act, 1972. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant certain intending allottees in the Project the right to use such open car parking areas being a part of limited common areas of such allottees. The Allottee herein records its consent not to claim and or object to such right of use being granted in favour of the other allottees in the Project.

36.4 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Parkwood Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Project and Phase I, with whom such Parkwoods Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the other apartments shall also be entitled to the Project Land and all benefits arising therefrom.

36.5 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in the Parkwoods Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any

claim of ownership of any component or constituent of the Parkwoods Common Areas, Amenities and Facilities.

37. INTERIM MAINTENANCE PERIOD

37.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain both the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities.

37.2 The Promoter shall endeavour that the facility management company responsible for the maintenance and operation of the Parkwoods Common Areas, Amenities and Facilities including the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the same wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

37.3 The maintenance and management of Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities by the facility management company will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of

the Project such as fire detection and protection and management of general security and control of the Project.

37.4 The Rules/ Bye Laws to regulate the use and maintenance of the Parkwoods Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.

37.5 After the Project Common Areas, Amenities and Facilities are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

38. FORMATION OF ASSOCIATION

38.1 The Promoter may, in accordance with applicable laws, call upon the respective apartment owners to form associations in a phase wise manner. The allottees of Phase I shall form an association and the Phase 1 Common Areas, Amenities and Facilities shall be handed over to such Phase I Association. Similarly the Project Common Areas, Amenities and Facilities shall be handed over to the association of apartment owners of the Project. The Parkwoods Common Areas, Amenities and Facilities shall be handed over to the Federation of all the respective Associations in the Project Signum Parkwoods Estate and it shall be incumbent upon the Allottee to

join the respective association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Parkwoods Common Areas, Amenities and Facilities to the Federation, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

38.2 Each apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such apartment. Further, in the event an apartment is owned by more than one person, then the Allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

38.3 The Promoter shall hand over the Phase I Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities to the respective associations in the manner aforesaid and upon formation of the Federation, the Promoter shall

hand over the Parkwoods Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Federation within such time period and in such manner as prescribed under applicable laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Associations and/or the Federation, as the case may be, shall, *inter alia*, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Associations and/or the Federation, as the case may be, shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Associations/Federation shall keep each of the Owners and the Promoter fully saved, harmless and indemnified in respect thereof.

- 38.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter,

together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

38.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the respective Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

38.6 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the buildings and/or the Project by the Promoter or the Association, as the case may be, and in any

event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the building and/or the Project.

- 38.7 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project.
- 38.8 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 38.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

38.10 It has been agreed by the parties that the Association(s) of all the allottees of all the buildings in Parkwoods as and when the same is completed in its entirety shall own in common all common areas, amenities and facilities of the Parkwoods together with all easement rights and appurtenances belonging thereto.

39. CLUB

39.1 Several common portions shall be included in and shall comprise a social and recreational club of the residents of the Signum Parkwoods Estate (said Club). In this regard, it is clarified that (1) the decision of the Promoter as to which of the common portions shall be included in the said Club shall be final and binding on the Allottee, (2) the facilities and amenities of the said Club (such as gymnasium, library, swimming pool etc.) shall be made ready for use and operation by the Promoter upon completion of the project Parkwoods, but the recurring costs for renovation, repair, up-gradation and maintenance shall be borne proportionately by the Allottee, (3) the said Club shall have a compulsory fixed monthly subscription and also have pay-per-use facilities and amenities, (4) the Allottee shall be bound to follow the rules and regulations of the said Club, (5) the constitution and ownership control of the said Club shall be by way of a democratic process and (6) the day to day running, operation and rendition of services in the said Club shall be managed by a professional commercial organization (Club Manager), to be initially engaged by the Promoter. The complete scheme for, management and regulation of the Said Club (Club Scheme) shall be finalized by the Promoter at or before the Date Of Possession and the acceptance by the Allottee of the Club Scheme shall be a condition precedent to completion of the sale of the Said Flat And

Appurtenances in terms of this Agreement provided however the Club Scheme may be modified by the consent of 80% (eighty percent) or more of the residents of the Said Complex and Other Parkwood Property Owners.

40. GENERAL COVENANTS

- 40.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 40.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 40.3 That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 40.4 That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 40.5 That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of

- cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 40.6 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 40.7 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 40.8 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;
- 40.9 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 40.10 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 40.11 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 40.12 That the Allottee agrees that the swimming pool within the Project Signum Parkwoods Estate will be a facility for enjoyment of the owners of residential

apartments including the Allottee and will be used as per the Rules and Regulations to be framed by the Promoter and thereafter the Association, on formation, and as may be further modified from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable and shall be at the own risk of the Allottee. The Allottee shall adhere to all necessary safety guidelines so as to avoid and/or prevent any untoward incident.

41. NOMINATION BY ALLOTTEE WITH CONSENT:

41.1 The Allottee admits and accepts that after the lock in period as mentioned herein below and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:

The Allottee cannot nominate any third party before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ Rs. [•]/- per square foot of carpet area (Nomination Price) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

42. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

SCHEDULE - A

PART I

(PROJECT LAND)

All That the piece and parcel of Bastu land admeasuring 9.1152 Acres equivalent to 551 cottah 7 Ch 23.11 Sq. ft, be the same a little more or less lying and situate at Mouza-Mankundu, J.L. No.9, R.S. No. 869, within the limits of Bhadreswar Municipality, Holding No.55, Khan Road in Ward No. 1 (formerly 20), Police Station – Bhadreswar, Sub District Hooghly, comprised in the following R.S & L.R. Dag Nos. under the R.S. & L.R. Khatian Nos. and butted and bounded in the manner as follows :

R. S. Khatian No.	L. R. Khatian No.	R. S. DAG NO.	L. R. DAG NO.	AREA OF LAND IN ACRE
800	213/1 & 1056/1	1098	898	0.0331

802	213/1 & 1056/1	1099	898	0.0726
797	213/1 & 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2538
1669	213/1 & 1056/1	1094	897	0.9170
33	213/1 & 1056/1	1137 / 1226	948	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 & 1056/1	1136 / 1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690
795	213/1 & 1056/1	1138	944	0.8213
795	213/1 & 1056/1	1097/ 1228	898	0.0886
795	213/1 & 1056/1	1101	898	0.0250
795	213/1 & 1056/1	1097/ 1228	898	0.0456
458	362	1142	952	0.256
458	362	1143	953	0.032
454	154	1149	958	0.053

454	154	1150	959	0.133
TOTAL				9.1152

ON THE NORTH : By J.C. Khan Road;

ON THE EAST : By R.S. Dag No.1140 and by R.S. Dag No.1141 and by R.S.

Dag No.1228 (P);

ON THE SOUTH : By Partly by R.S. Dag No. 1138(P) and by R.S. Dag No.1139 (P);

ON THE WEST : By R. Dag No. 1228 (P) and by R.S. Dag No.1102

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART II

(PHASE I LAND)

ALL THAT the piece and parcel of land measuring 2910 Sq. Mtrs., more or less, equivalent to 43.50 cottahs, more or less, out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH : By R.S. Dag No. 1226, within Holding No.55, Khan Road;

ON THE EAST : By R.S. Dag No. 1139(P), within Holding No. 55, Khan Road;

ON THE SOUTH : By R.S. Dag No. 1138(P) and 1139(P);

ON THE WEST : By R.S. Dag No. 1228(P)

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

Schedule B

Part I

(Said Apartment)

ALL THAT the Apartment No.[■] having carpet area of [■] square feet, Type -`___' BHK-____, on the [■] floor in /Tower/block/building No. [■] ("**Building**") along with [■] garage/covered parking/open parking space (being part of the limited common areas as defined herein after and not being a part of the Project Common Areas, Amenities and Facilities) being Parking Space No. [•] admeasuring [•] square feet ("**Parking Space**") together with the pro rata share in the common areas, amenities and facilities of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in **Part I** of **Schedule C** as permissible under applicable law **TOGETHER WITH** the right to enjoy the Common Areas, Amenities and Facilities of both the Phase I and the Project as and when they are constructed or made ready and fit for use (**Parkwoods Common Areas, Amenities and Facilities**), morefully mentioned in **Part II** of **Schedule C** hereto **TOGETHER WITH** the proportionate, variable undivided and impartible share in the land forming a part of project Signum Parkwoods Estate in its entirety, in the proportion the area of the said Apartment bears to the total area of all apartments in the entire project Signum Parkwoods Estate at any point of time.

The lay out of the said Apartment is delineated on the Plan annexed hereto and bordered in colour Green thereon

PART II

(SPECIFICATIONS OF THE APARTMENT)

Balcony

Ceramic /Vitrified tiles flooring with M.S. Railing

Internal Walls

AAC Blocks Cement plastering overlaid with smooth, plaster-of-paris and also conventional Bricks for partition in Toilets.

Doors

Wooden Doors frames, main door with Laminat on façade side and primer on the with lock & eye piece. Internal flush door with primer coating on both sides.

Windows

Sliding aluminum window with clear glass panes.

Flooring

Vitrified tiles in living (600mmX600mm), dinning and Ceramic Tiles (400mmX400mm) in all bedrooms.

Kitchen

Polished Balck Stone top platform with stainless steel sink, glazed tiles dado upto 2 feet height above the platform. Anti-skid/ceramic tile flooring in the kitchen.

Toilet

Anti skid Ceramic tiles on the floor and glazed tiles on walls up to door height. Hot and cold water points in wall mixture only. Western style white sanitary fittings of reputed make. Good quality CP fittings.

Electricals

- a) Copper concealed wiring of reputed make.
- b) Modular switches with MCB & DB.
- c) Provision for Split Air Condition Points only: In Two Bedroom Flat – in Master bedroom only and in all other Flats in Master Bedroom and in any One Bedroom.
- d) Telephone/Broadband point in living/dining
- e) TV cable point in master bedroom & living/dining.
- f) Geysers point in all bathrooms.
- g) Exhaust fan provision in Kitchen & all toilets
- h) Calling Bell point at main door

SCHEDULE - C

PART I

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

Particulars	Details / Specification
Structure & Brick Work	: Earthquake resistant RCC framed construction. External & Internal Walls: AAC/Conventional Red Brick wall with cement plaster.
Stair Case	: Will be finished with good quality kota stone/Vitrified Tiles/Ceramic Tiles. Fire Stair with IPS finish. MS railing on stairs.
Parking Area	: Will have I.P.S. flooring.
Roof Treatment	: Water Proofing treatment with screed concrete finish.
Water Tanks	: R.C.C. underground water reservoir. R.C.C. overhead tanks will be provided.
Electrical	: Electrical wiring and mains etc. will be of good quality Copper Wire for lightning.
Lift	: 2 Nos. of Elevators in each Block.
Telephone	: Central distribution box at ground floor with a network of inbuilt telephone/broadband wiring to each Unit,
Painting And Finishing	: Outside face of external walls –exterior finish of the good quality paint. Internal face of the walls plaster of paris.
Water Supply	: 24 hour Water Supply arrangement
	Water reservoirs/ tank of the said Project Water Pump/ and motors in pump room

		Water supply pipelines in the said Project
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewerage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality drain.
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup through Silent Diesel Generators for common electrical installation to be installed
Fire Fighting	:	Fire fighting system to be installed for the said Project (as per WBFES)
Internal Roads & Pathways	:	Internal roadways and pathways of the said Project
Landscape & plantation	:	As per the Architect Design

PART II

(PARKWOODS COMMON AREAS, AMENITIES & FACILITIES)

Particulars		Details / Specification
Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	MS Gate
Stair Case	:	Will be finished with good quality granite stone/kota stone/Vitrified Tiles.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling.

Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,
Painting And Finishing	:	Outside face of external walls – finish with good quality paint. Internal face of the walls plaster of paris. Aluminium Window
Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said project Water Pump/ and motors Water supply pipelines in the said project.
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality / Panchayat
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup Diesel Generators for common electrical installation

Fire Fighting	:	Firefighting system installed for the said project.
Internal Roads & Pathways	:	All internal roadways and pathways of the said project
Landscape & plantation	:	As per the Architect Design
Club Area	:	
	:	Book Club completed with Phase - I Guest Room completed with Phase I Yoga / Multipurpose Room completed with Phase I Air Conditioned Gymnasium completed with Phase I Lighting in common spaces completed with Phase I Visitors Parking completed with Phase I Doctors Car Parking completed with Phase I Swimming pool with outdoor deck to be developed Kids Pool to be developed (Phase - II) Steam Bath to be developed (Phase - II) Open Air Cafeteria to be developed (Phase - II) AC Home Theatre Zone to be developed Senior Citizen Adda Zone to be developed Outdoor Multipurpose Court to be developed Solar lighting in common spaces to be developed
Internal Roads and Pathways of Signum Parkwoods Estate		
Open Areas		Client to confirm whether there are any gardens, ponds and parks within the Project

SCHEDULE - D

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

Sl.	Payment Description	Percentage
1.	Application Money	Rs.51,000/- + GST (as applicable)
2.	Booking Money	10% of Total Price (after adjustment of Application Money) + GST (as applicable)
3.	At or before the execution hereof	10% of Total Price + GST (as applicable) + 50% of Documentation Charge + GST (as applicable)
4.	On completion of Foundation of Said Building	5% of Total Price + GST (as applicable)
5.	On completion of 1 st Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
6.	On completion of 3 rd Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
7.	On completion of 5 th Floor Roof Casting of Said Building	5% of Total Price + GST (as applicable)
8.	On completion of 8 th Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
9.	On completion of Brickwork of Said Flat	10% of Total Price + GST (as applicable)
10.	On completion of Flooring of Said Flat	10% of Total Price + GST (as applicable)
11.	On installation of Lift in Said Building	10% of Total Price + GST (as applicable)

12.	On or before Possession of Said Flat	10% of Total Price + GST (as applicable) + balance 50% of Documentation Charge + Club Development Charges + Maintenance Deposit + Sinking Fund Deposit + Deposits for Rates & Taxes + Charges for Formation of Association (at actual) + Charges for Electricity Meter (at actual) + Generator Charges + Transformer/ HT Charges + GST (as applicable)
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SCHEDULE - E

(COVENANTS)

1. Allottee's Covenants:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

1.1 Allottee aware of and satisfied with common amenities and facilities and specifications:

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Bhadreswar Municipality, and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the

Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.3 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

1.4 Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

1.5 No rights of or obstruction by Allottee:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the common areas within the meaning of this Agreement.

All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project.

All other open car parking spaces shall be deemed to be part of the limited common areas and shall be allotted at the sole discretion of the Promoter.

1.6 Obligations of Allottee:

The Allottee shall:

(a) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(b) **Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

(c) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not

installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

The Apartment has been provided with ledge for outdoor unit of split air Conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) **No Collapsible Gate:**

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) **No Grills :**

Not install any grill on the balcony verandah or windows

(n) **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(o) **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

(p) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(r) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, Phase I and/or the

Project and selling or granting rights to any person on any part of the said Building.

(s) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(v) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(x) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(y) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

(aa) **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

(bb) **No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(dd) **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ee) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(ff) **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Project.

(gg) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(hh) **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(jj) **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) **To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(ll) **To affix Nameplate:**

To affix nameplate at the designated place only.

1.7 **Notification regarding Letting/Transfer:**

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

1.8 **No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part of the Project.

2. **Promoter's Covenants:**

The Promoter covenants with the Allottee and admits and accepts that:

2.1 **No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell,

transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed-this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED

Please affix

BY THE WITHIN NAMED:

photograph and

OWNERS:

sign across the

photograph

Signature _____

Name _____

SIGNED AND DELIVERED

Please affix

BY THE WITHIN NAMED:

photograph and

Promoter:

sign across the

photograph

Signature _____

Name _____

SIGNED AND DELIVERED

Please affix

BY THE WITHIN NAMED

photograph and

ALLOTTEE:

sign across the

photograph

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

Dated this ___day of _____, 2023

BETWEEN

DEEPESH SHOPPERS PVT. LTD. & ANRS.

... OWNERS

AND

ARISTO INFRA DEVELOPERS LLP

... PROMOTER

AND

... ALLOTTEE

AGREEMENT FOR SALE

Fox & Mandal, Advocates
206, AJC Bose Road,
Kolkata- 700 017