

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this day of 2024(Two Thousand
Twenty Four)

By and Between

1. **SRI SHUBHRANGSHU BHUSAN CHAKRABORTY**, PAN ACBPC8598G, Aadhaar No 6792 4434 9547 2. **SRI SNEHANGSHU BHUSAN CHAKRABORTY** PAN ARFPC9644J, Aadhaar No: 5626 9416 2838 both are sons of Late Subhendu Bhusan Chakraborty, both are of Village and P.O.-Rajpur, P.S-Sonarpur, Dist. South 24 parganas 3. **SMT. SWAPNA BANERJEE** wife of Sri Tapan Banerjee PAN:CFTPB 0622 K, Aadhaar No-9938 9168 8521, by faith-Hindu, by occupation-House-wife, residing at M.N Roy Road, Rajpur, Rajpur-Sonarpur (M), P.S.- Sonarpur, District- South 24 Parganas, PIN-700149 4. **SRI SOUMENDRA BHUSAN CHAKRABORTY** PAN ACMPC 1118 P, Aadhaar No-5669 6347 4958, 5. **SRI SHAKTI BHUSAN CHAKRABORTY** PAN ACOPC 7906 M, Aadhaar No: 5243 4680 0496, 6. **SRI SATYABRATA CHAKRABORTY** PAN AKEPC 1830G, Aadhaar No:9673 8812 6596 7. **SRI SOURENDRA BHUSAN CHAKRABORTY** PAN AGSPC 7338 P, Aadhaar No: 9511 2717 9136, 8. **SRI SAMARENDRA BHUSAN CHAKRABORTY** PAN ACWPC 3746P, Aadhaar No: 3463 4736 8459, all are sons of Late Shailaja Bhusan Chakraborty 9. **SMT. BELA BOSE** wife of Sri Ranjit Bose, PAN PAN: AXEPB 3824 C, Aadhaar No: 9575 1380 3307, 10. **SMT. MITALI BHATTACHARYA** wife of Sri Ashim Bhattacharya PAN ASCPA 5665 K, Aadhaar No: 6285 0807 6511, and all are of Village and Post Office Rajpur, P.S. Sonarpur, Dist. South 24 Parganas hereinafter referred to as the OWNERS (which term or expression unless excluded by or repugnant to the context shall deem to mean and include their respective heirs, legal representatives, executors, successors and assigns) of the **ONE PART**.

AND

1. **SRI**, (PAN.) son of , aged about Years, **Aadhaar No.** , by faith: Hindu, by Nationality: Indian, by occupation: Service, is residing at- , hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

AND

M/S DAMASK REALTY PRIVATE LIMITED a private limited company having its PAN AAECD 7415 K and registered office at 18, Baishnabghata Road, P.O. Naktala P.S.- Netaji Nagar Kolkata- 700 047 being represented by one of its Directors namely SRI RATAN KUMAR GHOSH son of Late Haran Chandra Ghosh PAN: ADZPG 2916 K, Aadhaar No7142 0269 1142 of 18, Baishnabghata Road, P.O. Naktala P.S.- Netaji Nagar Kolkata- 700 047 hereinafter referred to as the DEVELOPER (which term of expression unless excluded by or repugnant to the context shall deem to mean and include its successors-in-office, administrator, executors, legal representatives and assigns) of the **OTHER PART**.

DEFINITION:

For the purpose of this agreement for sale, unless the context otherwise requires:

- a) "ACT" means the Real Estate (Regulation and Development) Act 2016
- b) "Rules" mean the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- c) "Regulation" means the regulations made under the Real Estate (Regulation and Development) Act 2016.
- d) "Section" means a section of the Act.

WHEREAS:

- A. One Shailaja Bhusan Chakraborty, Sitangshu Bhusan Chakraborty each having one-third share and Subhendu Bhusan Chakraborty and Saradindu Bhusan Chakraborty each having one-sixth share were the recorded owners in respect of the total land measuring about 19 kathas and 8 chataks more or less lying in Mouja-Rajpur, Pargana- Medanmallah, J.L.No-55, R.S.No-109, Touji No-255 in R.S. Dag No-2128 formerly under R.S. Khatian no 886 thereafter Khatian Nos 1585,1587,1592 and 1593 under police station Sonarpur, District-South 24 Parganas.
- B. While in possession of the said land said Subhendu Bhusan Chakraborty died intestate leaving behind his mother Durga Debi, his wife Latika Debi, three sons namely Samir Chakraborty, Subhranshu Bhusan Chakraborty, Snehasish Chakraborty and one daughter Swapna Banerjee as his only heirs who jointly inherited the undivided share of the said deceased.
- C. Said Shailaja Bhusan Chakraborty also died leaving behind his wife Mahamaya Debi, five sons namely Soumendra Bhusan, Shakti Bhusan, Satyabrata, Sourendra, Samarendra Chakraborty and two daughters namely Bela Bose and Mitali Bhattacharya as his heirs who jointly inherited the share of the said deceased.

- D. Said Sitangshu Bhusan Chakraborty also died leaving behind his one son Sujit Bhusan Chakraborty and two daughters namely Dipti Mukherjee and Kanika Chatterjee as his only heirs who jointly inherited the undivided share of the said deceased in the said property.
- E. Said Saradindu Bhusan Chakraborty and other heirs of the said recorded owners, for their exclusive possession and enjoyment of their respective share, amicably partitioned the said property amongst themselves by executing one deed of partition on 27.03.1992. Said deed was registered in the office of the District Registrar at Alipore and recorded in Book No-I Volume no-105 pages 448 to 460 Being No-5602 for the year 1992.
- F. As per the said deed of partition dated 27.03.1992 said Saradindu Bhusan Chakraborty and heirs of late Suwendu Bhusan Chakraborty being the First Party jointly got land measuring about 5(five) kathas and 9(nine) chataks more or less out of the said total land to their share which has been described in schedule "kha" and depicted by red border in the plan annexed to the said deed.
- G. Being the owners in the manner stated above said Saradindu Bhusan Chakraborty and others mutated their names in respect of their said land being portion of Plot No 2128 under Khatian No 1592, 1593 in Mouja-Rajpur in the office of the Rajpur-Sonarpur Municipality and after such mutation and separate assessment said portion of land has been known and numbered as 548, Aghore Sarani, with in ward no 16 of the Rajpur-Sonarpur Municipality.
- H. While in possession and enjoyment of the said land and structure said Saradindu Bhusan Chakraborty, Durga Debi, Latika Debi and Samir Bhusan Chakraborty who was a bachelor died intestate leaving behind the owners no-1 to 3 of these present as their heirs who are now in possession and enjoyment of the said property.
- I. As per the said deed of partition dated 27.03.1992 said heirs of Sailaja Bhusan Chakraborty namely Soumendra Bhusan Chakraborty and others being the Second Party, jointly got land measuring about 6 kathas and 1 chatak on the Southern portion and 1 katha 4 chataks and 13 sq.ft on the northern portion, in total 7 kathas 5 chataks and 13 sq.ft. more or less exclusively to their share which has been described in Schedule "Ga" and depicted by Blue colour in the plan annexed thereto.
- J. Being the owners said Soumendra Bhusan Chakraborty and other being owners no 4 to 10 of these present mutated their names in the office of the B.L.&L.R in respect of the said land being portion of Plot No 2128 under Khatian No 1587 in Mouja-Rajpur as well as in the office of the Rajpur- Sonarpur Municipality and after such mutation and separate assessment said portion of the land has been known and numbered as

Holding no 549, Agore Sarani, within ward no 16 of Rajpur Sonarpur Municipality. Be it stated here that said Mahamaya Debi also expired during this period.

- K. Said heirs of Sitangshu Bhusan Chakraborty namely Sujit Bhusan Chakraborty and other being the third party were jointly allotted land measuring about 6 kathas 9 chataks and 32 sq. ft. more or less which has been described in schedule “GHA” and depicted by green colour in the plan annexed thereto.
- L. Accordingly said owners are now in possession and enjoyment of their respective portion without any interference from others.
- M. Said Subhrangshu Bhusan Chakraborty, Snehangshu Bhusan Chakraborty and Swapna Banerjee, the owners no 1 to 3 of these present have decided to develop their land measuring about 5(five) Kathas and 9(nine) chataks more or less being Holding No 548, Aghore Sarani and said Soumendra Bhusan Chakraborty and others, the owners no 4 to 10 of these present decided to develop their land on the southern side measuring about 6(six) Kathas and 1(one) chatak being portion of Holding No-549, Aghore Sarani i.e. in total 11(eleven) kathas and 10 (ten) chataks more or less comprising of two holdings as mentioned above and accordingly approached to the Developer of these present. Considering the proposal of the owners the developer has agreed to execute the project for their mutual benefit.
- N. The parties hereto enter into this agreement on the following terms and conditions.
- “OWNER ALLOCATION”** and the Developer sale or transfer the Flat and car parking space to the intending purchasers with undivided proportionate share in the land its discretion.
- O.** Said land is earmarked for the purpose of building a residential cum commercial project comprising Multi-Storied apartment building having facilities thereat and the said project shall be known as - **“SU CASA DIVINE”**.
- P.** The promoter is fully competent to enter into this agreement and all the legal formation with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed.
- Q.** The Rajpur-Sonarpur Municipality has granted the commencements Certificate to develop the project vide approval dated-.....
- R.** The Promoter/Developer has obtained the final lay-out plan, sanctioned plan, specifications and approval for the project and also for the apartment from the Rajpur-Sonarpur Municipality. The promoter agrees and undertakes that he shall not make any changes to the approved plan except in strict compliance with sec. 14 of the Act and other laws as applicable.

S. The Promoter/Developer has registered the project under the provisions of the Act with the W.B. Real Estate Regulatory Authority at Kolkata on _____ under registration No.

T. The Allottee/Purchaser had applied for an apartment in the project vide application Dated- _____, and has been allotted Flat No., Having carpet area of Sq. ft. Built-up area of Sq. ft., verandah area of Sq. ft., and Maintenance chargeable area- sq ft, on the side of floor, hereinafter referred to as the apartment more particularly described in Schedule “A” and the floor Plan is annexed hereto and marked as schedule “B”.

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 parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project:

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

In accordance with the terms and conditions set out in this agreement, as mutually agreed upon by and between the parties the Promoter hereby agrees to sell and the allottee hereby agrees to purchase, the (Apartment and the covered parking (if applicable) as specified in Clause H.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the Vendor agrees to sell to the allottee and the allottee hereby agrees to purchase, the (Apartment) as specified in clause H.

1.2 The price for the flat based on the maintenances area is **Rs.....**
(Rupees) Only. + Car parking is Rs.
**(Rupees)** Only+ GST ()
 is **(Rs.)**.

Flat No.

Type.

Floor

Total Price **Rs..... (Rupees)**.

Cost of apartment, cost of exclusive balcony or verandah areas, preferential location charges, taxes, maintenance charges as per clause II etc.

Explanation:

- i. The total price above includes the booking amount paid by the allottee to the Promoter towards the (Apartment):
- ii. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and CESS or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee or the competent authority, as the case may be, after obtaining the completion certificate;
 Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change/ modification; Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;
- iii. The Developer/promoter shall periodically intimate in writing to the Allottee through email or by speed post, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with date from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Apartment includes recovery of price of land, construction of the Common areas internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors,

windows, fire detection and firefighting equipment in the common areas, maintenance charges as per clause II etc. and include cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- v. The Total Price is escalation-free save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Allottee.
 - vi. **1.4**The Allottee (s) shall make the payment plan set out in Schedule C “Payment Plan”.
 - vii. **1.5**The promoter may allow in it sole discretion a rebate for early payments of installments payable by the Allottee by discounting such payments @ 6% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebali 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 (Save and except finishing items which may be attested/modification by the promoter at its sale discretion. And the nature of fixtures, fittings and amenities described herein at Schedule “D” and Schedule “E” (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale in effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The promoter shall take prior approval of the Allottee for extra charges if any as may be applicable for such addition alterations.
- 1.7** The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete as per authority, by

furnishing details of the changes, if any not more than three percent , in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee, If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in part 1.2 of this agreement.

1.8 Subject to clause 9.3 of this agreement the promoter agrees and acknowledges that the Allottee shall have the following right to the said apartment as mentioned below:

- i)** The Allottee shall have exclusive ownership of the said Apartment.
- ii)** The Allottee shall also have undivided proportionate share in the Common Areas, since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - iii)** That the computation of the price of the said Apartment includes recovery of price land, construction of the common Areas, internal development charges, and includes cost for providing all other facilities amenities and specification to be provided within the said apartment and the project but excludes taxes and maintenance charges.
- iv)** The Allot tee has the right to visit the project site to assess the extent of development of the project and his apartment subject to prior consent of the project engineer and complying with all safely while visiting the site. Measures as the case may be.

1.9 It is made clear by the promoter and the Allot tee agrees that the said Apartment shall be treated as a single invisible unit for all purpose. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or Zone and shall not form a part of land/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for benefit of the Allot tee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allot tee as expressly mentioned in this agreement.

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 Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.11 The Allottee has paid a sum of **Rs. (Rupees) Only** as booking amount being part payment towards the Total Price of the unit/ Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan (Schedule C) as may be demanded by the Promoter within the time and in the time manner specified therein provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay/ interest at the prescribed rates in the Rules.

2. MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this agreement the Allottee shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/C Payee Cheque / Demand Draft/ Bankers cheque or online payment (as applicable) in favour of “**SU-CASA DIVINE**” payable at Kolkata, State Bank of India, Naktala Br., A/C No-.....

2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this

Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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 there under 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, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and regulations of the Reserve

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

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 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 the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the promoter to adjust appropriate all payment made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any his/her name and the Allottee undertakes not to abject/demand/direct the Promoter to adjust his payments in my manner.

5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees upurity formation and registration.

6. CONSTRUCTION OF THE PROJECT/APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said agreement and accepted the floor plan layout plans, payment plan floor plans and specifications, amenities and facilities, as provided in this Agreement, which has been approved by the competent Authorities as represented by the promoter and shall also strictly abide by the by-laws. F.A.R and density norms and provisions prescribed by the Rajpur- Sonarpur Municipality and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specification necessitated an account of force majeure events or to improve or protect the quality of construction the promoter on the recommendation of the architect shall be entitled to effect such changes in the materials and specification

provided the promoters shall ensure that the cost of quality of the substituted materials or specification equivalent or higher than the quality and cost at materials and specification as set out in Schedule D of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said apartment, The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on march-2024 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, caused by nature affecting the regular development of the real estate project "Force Majeure". If however, the completion of the Project is delayed due to the Force Majeure conditions then Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not a nature make it impossible for the contract to be implemented. The Allottee agrees and confirm that, in the event it become impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the allottee agrees that he/she shall not have any rights, claims etc. against the promoter and that the Promoter shall be released and discharged from all as obligations and liabilities under this Agreement. The possession date has been accepted by the allottee, However if the Apartment is made ready to the completion date. The allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-pens of his/her its payments obligations having clearly agreed and understood that the payment obligation of the Allottee are linked inter alia to the progress of construction and the same is not at time linked plan.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said apartment, to the Allottee in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. Subject to payment of all amount due and payable under this agreement and registration of deed of conveyance. The promoter agrees and undertakes to indemnify the

Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment to the allottee at the time of conveyance of the same.

7.3 In Case the Allottee fail to take possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2 above the allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to applicable maintenance charges from the date of declared possession.

7.4 Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the (Apartment) to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the complete authority, upon its formation and registration. Provide that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, within thirty days after formation and registration of the association of allottees. Upon registration of the deed of cancellation in respect of the said apartment and appurtenances and resale of the said apartment appurtenances. i.e. upon the promoter.

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the entries of 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 days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and 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 said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on an 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/Plot), with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the promoter to the Allottee within forty-five days of if becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i) The Promoter has absolute, clear and marketable title with respect to the said Land; the required rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii) ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii) iii) There are no encumbrances upon the said Land or Project; (In case there are any encumbrances on the land provide details of such encumbrances including any rights, interest and name of party in or over such land):
- iv) iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment.
- v) v) All approvals. Licenses and permits issued by the complete authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, building and (Apartment) and common areas;
- vi) vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially the affected;
- vii) vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said

Apartment which will, in any manner, affect be rights of Allottee under this agreement.

- viii) 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) ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the common areas the association of allottees or the competent authority,
- x) x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be along with common areas (equipped with all the specifications amenities and, facilities) has been handed over to the allottee and the association of allottees or the competent authority,
- xi) No notice from the Government or any other body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCE:

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 in para 7.1 or fails to complete the project within the stipulated time disclose at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the cause may be, has been issued by the competent authority;

- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by promoter under the conditions listed above allottee is entitled to the following:

- i) Stop making further payments to promoter as demanded by the promoter. If the Allottee stop making payments to promoter shall correct the situation by completing to millstones and only thereafter the Allottee be required to make the next payment without any interest.

or

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

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

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 three consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount as prescribed in the Rules;

- ii) In case of Default by Allottee under the condition listed above continues for a period beyond the 3 (Three) contractual period Consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Agreement in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities, GST, initial sale deed charges, deed cancellation charges and this Agreement shall thereon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter in receipt of Total Price of the said Apartment as per clause 1.2 under Agreement from the Allottee shall execute a conveyance deed raffled by the promoter legal advisors and convey the title of the (Apartment/Plot)

together with proportionate indivisible share in the Common Areas within 3 Months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration Charges within the period mentioned, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential service in the Project till taking over of the maintenance of the Project by the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the Apartment. Till the formation of the association of the allottees, the allottees should pay the maintenance charges for the same to the developer/Promoter.

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 agreement for the 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 within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance agency association of allottees shall have rights unrestricted access of all Common Areas, garage/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 Apartment or any part

Thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE: Use of Service Areas: The service areas, as located within the Su Casa Garden, shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted use as per sanctioned plans, The Allottee shall not be permitted to use the services areas and in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1** Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or the Building, or the Apartment, or the staircase, 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 after or make additions to the Apartment and keep the Apartment. Its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2** The Allottee further undertakes Assures and guaranties that he/she 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, building therein or Common Area. The Allottee shall also not 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 passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the (Apartment).
- 15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breast of any of the aforesaid conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement of the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notification applicable to the project.
- 17. ADDITIONAL CONSTRUCTION:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for provided in the Act. Unless approved modification or approved revised plan.
- 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the (Apartment) Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to like such (Apartment /Building)

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

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Apartment Ownership Act.

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter of the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule 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 at A.D.S.R. Sonarpur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations so along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach

By the Allottee in not making payments as per the Payment Plan (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

- 24.2** Failure on the part of the Parties to enforce any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provision or the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under 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 there under or the applicable law, as the case may execution of this Agreement.
- 26. METHOD CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same be the proportionate which the carpet area of the Apartment bears to the total carpet area of the Apartment.
- 27. FURTHER ASSURANCE:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in other to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 the Sub-Registrar at A.D.S.R. Sonarpur. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICE:** That all notice 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 the Allottee – SRI
 Allottee Address-

Promoter Name: **SRI RATAN KUMAR GHOSH**

Address: 18, Baishnabghata Road, Kolkata- 700 047.

It shall be the duty of the Allottee and the Promoter to inform each other 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 maybe.

JOINT ALLOTTEES: That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first at the address given by him/her which shall for all intents and purpose to consider as property served on all the Allottee.

31. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made there under.
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 there under 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 relation to the terms and conditions of the Agreement, including the interpretation and validity of the terms respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same be settled under the Arbitration and Conciliation Act. 1996.
34. Job of maintenance of the project for the first three years should be maintained by the developer. Allottees shall remain liable to pay the proportionate charges for such maintenance at the rate of Rs. 2.00 per Sq.ft. (inclusive generator fuel charges) of the total maintainable areas for three years. After completion of the 3 years, the society has the full right to appoint any third-party firm/organization for job of maintenance. The Allottee shall pay the Promoter a non refundable sum of Rs 10000/- towards provisional sinking fund.

Be it stated here that unsold flats of the buildings should not be taken into consideration for paying maintenance charges until the flat is sold.

SCHEDULE "A"**(Description of the LAND with Boundaries in all four directions)**

ALL THAT piece and parcel of land measuring as per deed (11 Cottas 10 Chittaks) more or less lying and situated at Mouza – Rajpur, J.L. No. 55, R.S. Dag no. 2128, R.S. Khatian no. 1585, 1587,1592.1593, of Ward No. 16 , Holding no. 549, Aghore Sarani Road, under P.S :- Sonarpur under the jurisdiction of Rajpur -Sonarpur Municipality of Ward No. 16 within Sub-Registration office at Sonarpur in the District South 24 Parganas, morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.

- On the North :: Part of Dag No. 2128**
- On the South :: 6ft. wide common passage**
- On the East :: by vacant land of Late Sita Nath Bhattacharya**
- On the West :: 40 feet Wide Municipality Road.**

SCHEDULE -B**(Description of the Apartment and Appetencies)**

ALL THAT one self-contained Residential Flat, **Flat No.** , on the **Floor**, having **Carpet area Sq. Ft. , built up area Sq. Ft., Balcony area sqft** and **Maintenance Chargeable area sqft** more or less comprising of 2 (Two) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. together and together with proportionate undivided share in the underneath the building and right to use the common areas and facilities to be provided at the said premises.

c) Floor plan of the Apartment.

SCHEDULE -C

The total price payable for the apartment is **Rs.** **(Rupees**

) Only. Including Gst ()

- | | | |
|--|-----|---|
| 1. On execution of agreement | Rs. | |
| (Rupees | | |
|) Only | | |
| 2. After completion of foundation Work | Rs. | (|
|) Only | | |
| 3. After 1 st roof Casting | Rs. | |

| | | |
|---|----------------|-----|
| | (Rupees | |
|) Only | | |
| 4. After 2 nd roof Casting | | Rs. |
| | (Rupees | |
|) Only | | |
| 5. After 3 rd roof Casting | | Rs. |
| | (Rupees | |
|) Only | | |
| 6. After 4 th roof Casting | | Rs. |
| | (Rupees | |
|) Only | | |
| 7. After Completion Brick work in respective flat | | Rs |
| | (Rupees | |
|) Only | | |
| 8. After completion flooring , | | Rs. |
| | (Rupees | |
|) Only | | |
| 9. After completion Plumbing work | | Rs. |
| | (Rupees | |
|) Only | | |
| 10. After completion Electric work | | Rs. |
| | (Rupees | |
|) Only | | |
| 11. At the time of possession | | Rs |
| | (Rupees | |
|) Only | | |
| TOTAL is | | |
| Rs. (Rupees |) Only. | |

SCHDULE "D"

Specification

(Which is part of the Apartment)

Detail of provisions to be made in the flat/flats as follows: -

- 1. STRUCTURE, BRICK WORK & WALLS:** R.C.C frame structure and Brick Claddings and internal wall finish with P.O.P and External weather coat paint with water proofing compound.
- 2. FLOORING:** Vitrified tile flooring in all Bedrooms Living/Dining room.
- 3. TOILET:** Floor: Anti Skid tiles

Dados: Ceramic tiles up to height of 7'-0"

4. KITCHEN : Floor: Ceramic tiles

Counter Tops: Polished Green Marble with steel sink

Dados: Ceramic tiles up to height of 2'-6" from the counter top.

5. DOORS : All doorframes will be sal wood/ hard wood and all doors will be flush door with fittings and fixings.

6. WINDOWS: Sliding aluminum windows with clear glass panes with MS Grill.

7. SANITARY WARE: White high quality parceling fittings chromium -plated fittings.

8. ELECTRICAL : Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally :-

| Sl. No... | Place | Light Point | Fan Point | 5Amp. Point | Calling Bell | TV/Tel Point | 15Amp. |
|-----------|----------------|-------------|-----------|-------------|--------------|--------------|--------|
| 1. | Bed Room I | 2 | 1 | 1 | - | - | 1 |
| 2. | Bed Room II | 2 | 1 | 1 | - | - | - |
| 3. | Bed Room III | 2 | 1 | 1 | - | - | - |
| 4. | Dining/Drawing | 3 | 2 | 1 | 1 | 1 | 1 |
| 5. | Toilet | 1 | 1 | - | - | - | 1 |
| 6. | Kitchen | 1 | 2 | - | - | - | 1 |
| 7. | Veranda | 1 | - | - | - | - | - |
| 8. | W. C | 1 | 1 | - | - | - | - |

9. WATER SUPPLY: 24 hours water supply through Deep tube well.

10. EXTERIOR: Weather coat paint.

SCHEDULE "E"

(Common Area Of The Project)

(which are part of the Project)

1. Land underneath the building and statutory open spaces.
2. Stair case above the roof level.
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.

7. Automatic lifts/Lifts Well/ Lift Room.
8. The roof should be treated as common areas to all the purchasers of the residential flats in the said building.
9. Generator power 500W for 2BHK and 750W for 3BHK flat, A.C community hall, Water Treatment Plant (Iron removal only), Intercom System, CC.TV, and Indoor games Space, Kids Corner, and Transformer for the said project.

N.B.: All fixtures such of any kinds of Fan, Bulb, Regulator exhaust fan etc. will be supplied by the purchaser.

SCHEDULE-F

(Whole Project included Amenities)

1. Service Building.
2. Drive way, walk way and landscaped green area.
3. Central drainage sewerage pipe line and central water supply pipe line.
4. All others area facilities and amenities for common uses.

SCHEDULE-G

(Covenants)

The Allottee with the promoter (which expression includes the body of apartment owners of the Real Estate project under the west Bengal Apartment Ownership Act. 1972 (Association), wherever applicable) and admits accepts that:

1. SATISFACTION OF ALLOTTEE: The allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the owners right and entitlement of the promoter the sanctioned plans, all the background papers, right of the owners and the promoter to enter of the agreement, the scheme of development described in this agreement and the extent of the rights being granted in favour of the allottee and the negative covenants mentioned in this agreement and the allottee hereby accepts the same and shall not raise any objection with regard thereto.

2. ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AREAS SPECIFICATION: The Allottee upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specification (described in Schedule D above) and all other ancillary matters is entering into this agreement, the allottee has examined and is acquainted with the said complex and has agreed that the allottee shall neither have nor shall claim any right over any portion of the said the said apartment and appurtenances.

3. ALLOTTEE TO PAY COMMON EXPENSES/MAINTENCE CHARGES:

The Allottee shall pay the common expenses/ maintenance charges, on the basis of the bills to be raised by the promoter/the 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 common expenses/maintenance charges and (2) the common expenses/maintenance charges shall be subject to variation from time to time, at the sole discretion of the Promoter/ the association (upon formation)

4. ALLOTTEE TO PAY INTERST FOR DELAY AND/OR DEFAULT: The allottee shall without raising any objection any manner whatsoever and without claiming any deduction of abatement whatsoever, pay all bills raised by the Promoter/the Association (upon formation), within 7(Seven) days of presentation thereof, failing which the Allottee shall pay interest @2% (two percent) per month. The Allottee admits and accepts that in the events such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the allottee and the allottee shall be disallowed from using the common areas of the Project/whole project included Amenities.

5. ALLOTTEE TO PARTICIPATE IN FORMATION OF ASSOCIATION AND APEX BODY: The Allottee admits and accepts that the allottee and other intending allottees of apartments in the said complex shall form the association and the Allottee shall become a member thereof. The Allottee shall bear and pay proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the allottee shall, execute and deliver necessary applications and all other paper, declarations and documents as may be required. Notwithstanding formation of the association.

6. OBLIGATION OF ALLOTTEE: The allottee shall.

a. CO-OPERATE IN MANAGEMENT AND MAINTENANCE: co-operate in the management and maintenance of the said Association (upon formation).

b. OBSERVING RULES: observe the rules framed from time to time by the Promoter/the Association (upon formation) for the benefits common enjoyment of the said project.

c. PAYING ELECTRICITY CHARGES: pay for electricity and other utilities consumed in or relating to the said apartment and appurtenances and the common areas from the possession date.

- d. RESIDENTIAL USE:** use the Said apartment for residential purpose only. Under no circumstance shall the allottee use or allow the said Apartment to be used for commercial industrial or other non-residential purpose.
- e. NO SUB-DIVISION:** not sub-divide the said apartment and appurtenances and the common areas, under any circumstances.
- f. NO CHANGIS NAME:** not change/alter/modify the names of the said complex from that mentioned in this agreement.
- g. NO NUISANCE AND DISTURBANCE:** not use said apartment or the common area or the said parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said project 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 other persons.
- h. NO STORAGE:** not store or cause to be stored and not place or cause to be placed any goods articles or thins in the common areas.
- i. NO OBSTRUCTION OF COMMON AREAS:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the said apartment and the said parking space if any.
- j. NO VIOLATING RULES:** not violate any if the rules and/or regulation laid down by the promoter/ the association (upon formation) for the use of the common areas.
- k. NO THROWING REFUSE:** not throw or accumulate or cause to be throw or accumulate any dust, rubbish or other refuse in the common areas save at the places indicated there for.
- l. NO INJURIOUS ACTIVITIES:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the said parking space, if any or the common areas.
- m. NO STONING HAZARDOUS ARTICLES:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said apartment and the said parking space, if any.

n. NO SIGNAGE: not up or affix any sign board, name plate or other things or other similar articles in the common areas or outside walls of the said apartment save at the place or places provided thereof provided that this shall not of the Apartment.

o. NO FLOOR DAMAGE: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.

p. NO INSTALLING GENERATOR: not install or keep or run any generator in the said apartment and said parking space, if any.

q. NO USE MACHINERY: not install or operate any machinery or equipment except home appliances.

r. NO MISUSE OF WATER: not misuse or permit to be misuse the water supply to the said apartment.

s. NO DAMAGE TO COMMON AREAS: not damage the common areas in any manner and if such damage is caused by the allottee and family members, invitees or servants of the allottee, the allottee shall compensate for the same.

t. NO HANGIG CLOTHES: not hang or cause to be hang cloths from the balcony of the said apartment.

7. NOTIFICATION REGARDING LETTING/TRANSFER: if the Allottee lets out or sell the said Apartment and Appurtenances, the Allottee shall immediately notify the Association (upon formation) of the tenant's/ allottees address and telephone number.

8. NOMINATION: The allottee admits and accepts that before the execution and registration of conveyance deed of the said apartment and appurtenances, the Allottee will be entitled to nominate, assign and ` transfer the allottee's right, title, interest and obligation under this agreement on payment of 2% (two percent) of the market price prevailing are that time (to be determined by the Promoter) as nomination charge to the promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this agreement and subject also the below mentioned conditions.

a. The allottee shall make payment of all dues of the promoter in terns if this agreement up to the time of nomination.

b. The Allottee shall obtain prior written permission of the promoter and the allottee and the nominee shall be bound to entire in to tripatyite agreement with owners and the promoter.

c. The allottee shall pay an additional legal fee of Rs. 10,000.00 (Rupees Ten Thousand) only to promoter's legal advisors towards the tripartite nomination agreement.

d. Subject to the approval and acceptance of the promoter and subject to the above conditions. The allottee shall be entitled to nominate, assign and transfer the allottee right, title, interest and obligation under this agreement to parent, spouse and children without payment of the aforesaid transfer charges.

SCHEDULE -H

(Common Expenses)

1. **COMMON UTILITIES:** All charges costs and deposits for supply operation and maintenance.
2. **ELECTRICITY:** All charges for the electricity consumed for the operation of the common lighting machinery and equipment of the said building the said complex and the road network etc.
3. **ASSOCIATION:** Establishment and all other capital and operational expenses of the Association of Allottes.
4. **LITIGATION:** All litigation expenses incurred for the common purpose and relation to common use and enjoyment of the common areas.
5. **MAINTENANCE:** All costs for maintenance operating replacing, repairing, white-washing painting decorating re-decorating, re-building, re-constructing, lighting and renovating the common areas (including the exterior but not inside any apartment walls of the said project and the road network etc.
6. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common areas and the road network.
7. **RATES AND TAXES:** Municipal Tax, surcharges, water tax and other levies in respect of the said building and the said complex save those separately assessed on the allottee.
8. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purpose, viz manager, caretaker, clerk, security personal, liftmen.

Sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. FIRE FIGHTING: Costs of operating and maintaining the fire-fighting equipments and personal, if any.

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

SIGNED, SEALED & DELIVERED

by the parties at Kolkata

Signature of the OWNERS

in the presence of :-

WITNESSES:

1.

Signature of the PURCHASER/S

2.

Signature of the PROMOTER