

AGREEMENTFORSALE

This Agreement for Sale (“**AGREEMENT**”) executed on this day of _____ Two Thousand TwentyThree (2023).

BYANDBETWEEN

(1.) SHRI.TARANJIT SINGH, (PAN:-**AJVPS5034N**) and (Aadhaar No.-**614836676381**), son of Late Sardar Jodh Singh, by nationality Indian, by faith Sikh, by occupation Business, residing at 7, Sarat Bose Road, P.O.- L R Sarani, P.S.- Bhawanipur, Kolkata-700020; **(2.)SHRI.HARANJIT SINGH** (PAN:- **AJVPS5035P**) and (Aadhaar No. **711445892534**) son of Late Sardar Jodh Singh, by nationality Indian, by faith Sikh, by occupation Business, residing at 20, Lee Road, P.O.-L R

Sarani, P.S.- Bhowanipore, Kolkata-700020; (3.)**SHRI.AMRIK SINGH**, (PAN:-**AJVPS5032L**)and (Aadhaar No.- **458375783471**), Mobile No: 9674176002, son of Late Sardar Jodh Singh, by nationality Indian, by faith Sikh, by occupation Business, residing at 140, B.T Road, P.O.- Dunlop, P.S.- Baranagar, Kolkata-700108; (4.)**M/S. NORTHERN CARGO SERVICE**(PAN-**AAEFN2059G**) a Partnership Firm, having its Registered Office at 20, B.T. Road, P.O.-Paikpara, P.S.-Chitpur, Kolkata- 700002,(5.)**M/S. NARULA INFRASTRUCTURE PVT.LTD.** (PAN-**AACCN1993Q**) a company duly incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 20, B.T. Road, P.O.-Paikpara, P.S.-Chitpur, Kolkata- 700002, all being represented by their constituted Attorney **GAP INFRASTRUCTURE AND HOUSING PRIVATE LIMITED**, (PAN-“AACCG1690B”) a company incorporated under the Companies Act 1956, having its registered office at 20, B.T. Road, P.O.-Paikpara, P.S.-Chitpur, Kolkata- 700002, represented by its one of the Director **SHRI. AMRIK SINGH**, (PAN-“AJVPS5032L”) and (Aadhaar No.458375783471), son of Late Jodh Singh, by faith-Sikh, by occupation–Business, by nationality-Indian, residing 140, B.T Road, Bikram Super Market Block-F, Flat No. 1, Second Floor, P.O.-Dunlop, P.S.-Baranagar, Dist.-North 24 Pargana, Pin No.-700108, West Bengal, India; hereinafter referred to as the “**VENDORS**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include it’s in case of companies their respective successor or successors-in-interest and assigns, their respective heirs executors administrators legal representatives and assigns, in case of Individual which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

GAP INFRASTRUCTURE AND HOUSING PRIVATE LIMITED, (PAN-“AACCG1690B”) a company incorporated under the Companies Act 1956, having its registered office at 20, B.T. Road, P.O.-Paikpara, P.S.-Chitpur, Kolkata- 700002, represented by its one of the Director **SHRI. AMRIK SINGH**, (PAN-“AJVPS5032L”) and (Aadhaar No.458375783471), son of Late Jodh Singh, by faith-

Sikh, by occupation–Business, by nationality-Indian, residing 140, B.T Road, Bikram Super Market Block-F, Flat No. 1, Second Floor, P.O.-Dunlop, P.S.-Baranagar, Dist.-North 24 Pargana, Pin No.-700108, West Bengal, India; hereinafter referred to as the “**PROMOTER/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) **of the SECOND PART.**

AND

_____, having **PAN** _____, having Aadhaar _____, having mobile number _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, by occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____ and **(2)** _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, by occupation _____, both/all residing at _____, Post Office _____, Police Station _____, PIN _____, hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) **of the THIRD PART;**

WHEREAS:

A. The Owners and/or Promoters/Developer have represented to the Allottee(s) as hereunder:-

- (i.) **Purchase by M/S. Narula Infrastructure Pvt. Ltd and M/S. Northern Cargo Service** :- By virtue Purchase vide Deed of Conveyance dated 23.02.2007, registered at the office of Additional Registrar of Assurances-I, Kolkata recorded in Book No. I, Vol. No. 1, being no. 12666 for the year 2007, the **M/S. NARULA INFRASTRUCTURE PVT. LTD** and **M/S. NORTHERN CARGO SERVICE** purchased ALL THAT piece and parcel of Land with

structures (tile shed measuring about 240 Sq.ft.) measuring about 06 Cottahs being Premises No. 513, Baishnabghata Patuli, Kolkata in Dag No. 13 under R.S. Khatian No. 106 in Mouza-Chakgaria, J.L. No. 26, P.S.-Jadavpur, under Ward No. 101 of Kolkata Municipal Corporation, District.- South 24 Parganas and ALL THAT piece and parcel of Land with structures (tile shed measuring about 210 Sq.ft.) measuring about 06 Cottahs being Premises No.560, Baishnabghata Patuli, Kolkata in Dag No. 13 under R.S. Khatian No. 106 in Mouza- Chakgaria, J.L. No. 26, P.S.-Jadavpur, under Ward No. 110 of Kolkata Municipal Corporation, District.-South 24 Parganas free from all encumbrances and/or alienation of any manner whatsoever.

- (ii.) **Ownership of M/S. Narula Infrastructure Pvt. Ltd and M/S. Northern Cargo Service** :- In the manner aforesaid, the said M/S. NARULA INFRASTRUCTURE PVT. LTD and M/S. NORTHERN CARGO SERVICE the Owner herein, became joint and absolute Owners seized Possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land with structures measuring about **12 Cottahs** more or less.
- (iii.) **Purchase by Shri Haranjit Singh** :- By virtue purchase vide Deed of Conveyance dated 21.03.2007, registered at the office of Additional Registrar of Assurances-I, Kolkata recorded in Book No. I, Vol. No. 1, being no. 12664 for the year 2007, the **HARANJIT SINGH** the Owner herein purchased **ALL THAT** piece and parcel of Land with structures (tile shed measuring about 200 Sq.ft.) measuring about 05 Cottahs 08 Chittacks 07 Sq.ft being Premises No. 563, Baishnabghata Patuli, Kolkata in Dag No. 13 under R.S. Khatian No. 106 in Mouza- Chakgaria, J.L. No. 26, P.S.-Jadavpur, under Ward No. 110 of Kolkata Municipal Corporation, District.-South 24 Parganas, free from all encumbrances and/or alienation of any manner whatsoever.

- (iv.) **Ownership of Shri Haranjit Singh** :- In the manner aforesaid the said **HARANJIT SINGH** the Owner herein, became absolute Owner seized Possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land with structures measuring about **05 Cottahs 08 Chittacks 07 Sq.ft** more or less.
- (v.) **Purchase by TARANJIT SINGH and AMRIK SINGH** :- By virtue Purchase vide Deed of Conveyance dated 21.03.2007, registered at the office of Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Vol. No. 1, being no. 12665 for the year 2007, the **TARANJIT SINGH** and **AMRIK SINGH** the Owner herein purchased **ALL THAT** piece and parcel of Land with structures (tile shed measuring about 240 Sq.ft.) measuring about 05 Cottahs 08 Chittacks being Premises No. 559, Baishnabghata Patuli, Kolkata in Dag No. 13 under R.S. Khatian No. 106 in Mouza- Chakgaria, J.L. No. 26, P.S.-Jadavpur, under Ward No. 101 of Kolkata Municipal Corporation, District- South 24 Parganas and ALL THAT piece and parcel of Land with structures (tile shed measuring about 210 Sq.ft.) measuring about 04 Cottahs being Premises No. 561, Baishnabghata Patuli, Kolkata in Dag No. 13 under R.S. Khatian No. 106 in Mouza- Chakgaria, J.L. No. 26, P.S.-Jadavpur, under Ward No. 110 of Kolkata Municipal Corporation, District.-South 24 Parganas, free from all encumbrances and/or alienation of any manner whatsoever.
- (vi.) **Ownership Of Taranjit Singh And Amrik Singh** :- In the manner aforesaid the said **TARANJIT SINGH** and **AMRIK SINGH** the Owner herein, became joint and absolute Owners seized Possessed otherwise sufficiently entitled of ALL THAT undivided piece and parcel land measuring **09 Cottah 08 Chittacks** more or less.
- (vii.) **Mutation in the name of the Owners** :- The Owners herein mutated their name in the office of BL & LRO bearing Khatian No. 166, 167, 168,

169 and 170, and in the assessment records of the Kolkata Municipal Corporation being Municipal Premises No. 338, Brij Road, P.S. Patuli, Kolkata-700094.

- (viii.) **Ownership of M/S. Narula Infrastructure Pvt. Ltd, M/S. Northern Cargo Service, Shri Haranjit Singh, Taranjit Singh And Amrik Singh:-** The Owners namely By virtue of Purchase the Owners herein became joint and absolute Owners, seized possessed otherwise sufficiently entitled of **ALL THAT** piece and parcel of land measuring **27 Cottah 00 Chittacks 07 Sq.ft.** more or less togetherwith standing structure thereat comprised in R.S. & L.R. Dag No. 13 under R.S. Khatian No. 106, L.R. Khatian No. 166, 167, 168, 169 and 170, in Mouza- Chakgaria, J.L. No. 26, being Premises No. 338, Brij Road, P.S.-Patuli (previously Jadavpur), under Ward No. 110 of Kolkata Municipal Corporation, Kolkata-700094, hereinafter "**the said Premises**", morefully mentioned and described in the **FIRST SCHEDULE** hereunder.
- (ix.) **Details of Apartment, Car Parking Space, common areas and the Specification :-** The apartment which shall be purchased by the intending purchaser is described in **Part - I of Schedule B**, together with the permission to use such number(s) of car parking space(s), as stated in **Part-II of Schedule-B**, Common Areas stated in **Part-III of Schedule-B** and the Specifications, is described in **Part -IV of Schedule B**.
- (x.) **Execution and registration of Development Agreement and subsequent Power of Attorney :-** By virtue of a Development Agreement dated 2nd day of December 2022 registered in the Office of the Additional Registrar of Assurances -IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 232447 to 232479, being No. 1904-04392 for the year 2023 (**Principal Development Agreement**), said M/S. Narula Infrastructure Pvt. Ltd., M/S. Northern

Cargo Service, Shri Haranjit Singh, Taranjit Singh and Amrik Singh, have jointly appointed **GAP INFRASTRUCTURE AND HOUSING PRIVATE LIMITED**, (PAN- "AACCG1690B") a company incorporated under the Companies Act 1956, having its registered office at 20, B.T. Road, P.O.-Paikpara, P.S.-Chitpur, Kolkata- 700002, as the Developer to develop the said Property under the terms and conditions agreed thereupon and the aforesaid owners have also granted a Development Power of Attorney dated 19th July 2023, registered in the Office of the Additional Registrar of Assurances –IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 489143 to 489163, being No. 1904-10136 for the year 2023 (**Development Power Of Attorney**) in this regard unto and in favour of **GAP INFRASTRUCTURE AND HOUSING PRIVATE LIMITED**,.

- (xi.) **Residential Project** :- The said Premises is earmarked for the purpose of building a residential project, comprising G+8 multistoried apartment buildings and the said project shall be known as '**AASHIRVAAD**'("Project");
- (xii.) **Authority to enter into Agreement** :- The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- (xiii.) **Obtaining Commencement Certificate by the Promoter/Developer**:-The Promoter/Developer has obtained Commencement Certificate from the office of Kolkata Municipal Corporation to commence work at the said Premises of the said Project vide approval dated 09.11.2022 ;
- (xiv.) **Layout of the Floor Plan** :- The Promoter/Developer has obtained the final layout plan approvals for the Project from the office of Kolkata Municipal Corporation. The

Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- (xv.) **Registration of the Project before Real Estate Regulatory Authority**:-The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under provisions of the Real Estate (Regulation and Development) Act, 2016 at Kolkata in the District of South 24 Parganas on _____ under Registration No. _____.
- (xvi.) **Application by the Allottee for the allotment of the Apartment and the Car Parking Space, (if any)** :- The Allottee(s) had applied to the Promoter/Developer for allotment of an Apartment in the Project (“**Application**”), the Promoter has provisionally allotted in favour of the Allottee(s) All That the Apartment described in **Part-I of Schedule B** hereunder written (“**Said Apartment**”) together with the permission to use **one** car parking space(s) to be identified and designated by the Promoter at the Building and/or the said Project, which do not form a part of the Common Areas, as stated in **Part-II of Schedule-B** hereunder written (“**Car Parking Space**”) for the parking of car(s) owned by the Allottee/s within such space(s), and further subject to the Allottee/s making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee/s, (said Apartment together with the permission to park private medium sized car(s) owned by the Allottee/s within the space comprising the Car Parking Space, if any, hereinafter collectively shall be referred to as “**said Apartment and properties appurtenant thereto**”) in accordance with the Specifications, marked as **Part –III of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project

(hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule D** hereto) as defined under clause(n) of Section 2 of the Act.

(xvii.) **Mutual understanding by and between the Parties and awareness**

of all terms of the Agreement :- The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the allottee/s herein hereby covenants as hereunder :-

- a. At or before the execution of this Agreement, the Allottee/s confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the said Premises as also the compliance and/or non-compliance, if any, by the Promoter/Developer of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Premises and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc., respectively stipulated therein) related inter alia to the said Premises including but not limited to amongst others, the specifications, approvals etc. of the Project and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter/Developer to the Allottee/s and the Allottee/s confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves /itself, has/have accepted, without any reservation, each of the

aforesaid including the right of the Promoter/Developer and/or the Owners as stipulated in this Agreement, and inter-alia:

- b.** The right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- c.** The nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used and the permission to park car(s) within the space comprising the Car Parking Space if any, comprises an integral and in-separable part of the said Apartment, subject to due compliance by the Allottee/s of each of the stipulated terms, to the satisfaction of the Promoter;
- d.** The proposed location, layout plan and the dimensions of each of the said Apartment and the Car Parking Space if any and the Common Areas which are intended to form a part of the Said Project;
- e.** The laws/notifications and rules applicable to the area where the said Premises is situated, in general, and the Project and similar projects, in particular;
- f.** The Promoter/Developer shall be titled to the Additional FAR, where upon subject to compliance with the provisions of Section 14 of the Act and the Rules and as provided for in this Agreement, the Promoter shall be titled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the top most floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the top most floor of the

Building, and the Promoter/Developer shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Apartment and properties appurtenant thereto and each of such further constructions shall absolutely belong to the Promoter/Developer who shall be entitled to deal with the same in such a manner as the Promoter/Developer may deem fit and proper and the Allottee/s hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter/Developer from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the undivided proportionate share, and the Allottee/s covenant(s) and undertake(s) not to object to the same on any ground what so ever or to claim, demand etc. any compensation, damages etc.;

- g.** the right of the Promoter/Developer to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

- a.** The Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a. That each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Premises and/or the said Apartment and properties appurtenant thereto and the manner and method of the use and enjoyment of the said Apartment and properties appurtenant thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter/Developer and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee/s, and therefore are fair and reasonable;
- b. That the Allottee/s has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee/s;
- c. That the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d. That upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter/Developer other than those if any specifically set forth therein;

- e. That the Promoter/Developer has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee/s has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/her/their/it so own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions(of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement(which his final in all respects),and the Allottee undertakes(s)and covenant(s)to faithfully abide by each of the terms and conditions of this Agreement;
- f. that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter/Developer has blocked for the Allottee/s the said Apartment and properties appurtenant thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground what so ever or how so ever. The Parties hereby confirm that they are entering in to this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.

- g. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer and the Owners hereby agrees to grant its right title and interest in the said Apartment and Properties Appurtenant there to and the Allottee/s hereby agrees to take purchase of the said Apartment and properties appurtenant there to as specified in paragraph of the recitals.

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:

- a. Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer and the Owners agrees to sell to the Allottee/s, and the Allottee/s hereby agrees to purchase on the said Apartment and properties appurtenant thereto and further the Promoter/Developer and the Owners provisionally agrees to permit the Allottee/s to park car(s) owned by the Allottee/s within the space comprising the Car Parking Space, if any, all as specified;
- b. The **Total Price** for the said Apartment and Properties Appurtenant Thereto (based on the Carpet Area) and for the permission to park private car(s) owned by the Allottee/s within the space comprising the Car Parking Space and other Area, if any, comprises of the following:
- (i.) A mutually agreed composite sum of **Rs. /-(Rupees _____)** **only** as detailed here in below (“Said Apartment and Properties Appurtenant Thereto”):-

Sl. No.	Consideration/Amount Payable Towards	Rs.
1.	said Apartment (calculated at the rate of Rs_____-/- (Rupees_____))	Rs_____-/-

	only per sq.ft. of the Carpet Area of the said Apartment).	
2.	Car Parking Space.	Rs. _____ /-
	Total:	Rs. _____ /-

- (ii.) The applicable Taxes payable on the Apartment and Properties Appurtenant Thereto as determined from time to time (“said Apartment and properties appurtenant thereto taxes”).

Explanation:

- (i.) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the said Apartment and properties appurtenant thereto.
- (ii.) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter/Developer, by whatever name called) upto the date of handing over the possession of the said apartment and properties appurtenant thereto to the Allottee/s.

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

- (iii.) The Promoter/Developer shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoter/s within the time and in the manner specified in **Schedule-C**. In addition, the Promoter/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications

together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv.) The Total Price of the said Apartment includes: 1) Pro rata share in the Common Area; and 2) Car Parking Space as provided in the Agreement.
- (v.) The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (vi.) The Allottee(s) shall make the payment as per the payment plan set out in Schedule C, herein the "Payment Plan".
- (vii.) The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @10% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter/Developer. However, the said rebate shall only be granted to the Allottee/s who shall make payment 80% of the agreed consideration amount as agreed.
- (viii.) It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications

and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

- (ix.) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re calculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter/Developer shall demand that from the Allottee/s as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause of this Agreement.

Subject to Clause herein the Promoter/Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

Further, the right of the Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. The Allottee/s shall pay extra cost for the extra work and shall deposit the necessary deposits as mentioned in the Schedule- VI. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee/s agrees that the Apartment along with parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises 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/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely AASHIRVAAD shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (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 Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 there for by such authority or person.

The Allottee/s has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:-** Subject to the terms of this Agreement and Promoter/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on a written demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan, described in **Schedule-C** through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of "**GAP INFRASTRUCTURE AND HOUSING PRIVATE LIMITED**" payable at Kolkata. An intimation forwarded by the Promoter/Developer to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the

address, email address or phone of the Allottee/s shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- a. The Allottee/s, 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 and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made there of and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- b. The Promoter accepts no responsibility in regard to matters above, the Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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

to wards any third party making payment/ remittances on behalf of the Allottee/s and such third party shall not have any right in the application/allotment of the Apartment and Properties Appurtenant thereto applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee/s authorizes the Promoter/Developer to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee/s against the said Apartment and properties appurtenant thereto, if any, in his/her/its name and the Allottee/s undertakes not to object/demand/direct the Promoter/Developer to adjust his/her/their payments in any manner.
5. **TIME IS ESSENCE:** The Promoter/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the said Apartment and Properties Appurtenant Thereto to the Allottee/s and the Common Area to the Association, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee/s shall make timely payments of the instalment 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 **Schedule-C("Payment Plan")**.
6. **CONSTRUCTION OF THE PROJECT/THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:-** The Allottee/s has seen the proposed layout plan of the said Apartment and proposed, specifications, amenities and facilities in respect of the Apartment/Building/Project and accepted the payment plan and the Layout Plan which have been approved

by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said lay-out plans, floor plans, and specifications. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:-

7.1 Schedule for possession of the Said Apartment and Properties Appurtenant Thereto: The Promoter agrees and understands that timely delivery of the possession of the Said Apartment and Properties Appurtenant Thereto to the Allottee/s along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto along with ready and complete Common Areas ,if any ,of the Project on December, 2026.unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development to the Project("Force Majeure").If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment and Properties Appurtenant Thereto. Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it 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/s the entire amount received by the Promoter from allotment

within 45(forty-five)days from that date. The Promoter shall intimate the Allottee/s about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter/Developer, upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project (**“Outgoings Payment Commencement Date”**) and subject to the Allottee/s not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the said Apartment And Properties Appurtenant thereto, to the Allottee/s in terms of this Agreement to be taken within 3 (three)months from the date of issue of such certificate Notice (**Possession Notice**). Provided that in the absence of local law, the Deed of Conveyance in favour of the Allottee/s shall be carried out by the Promoter/Developer within 3 (three) months from the date of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.

7.3 Failure of Allottee/s to take possession of the said Apartment and Properties Appurtenant thereto: Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee/s shall take possession of the said Apartment and Properties appurtenant there to 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 Said Apartment and Properties Appurtenant Thereto the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as may be applicable

7.4 Possession by the Allottee/s: After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by

whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Apartment And Properties Appurtenant thereto to the Allottee/s, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of Allottee/s or the competent authority, as the case may be, as per the local laws:

- 7.5 Cancellation by Allottee:** The Allottee/s shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve 30 (thirty) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount. and the Promoter shall be liable to return the balance amount within 45 (forty five days) of the such cancellation.
- 7.6 Compensation:** The Promoter/Developer shall compensate the Allottee/s in case of any loss caused to him due to defective title of the said land and/or Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim of 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 And Properties appurtenant thereto (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 Promoter 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said apartment and properties appurtenant thereto, with interest at the rate prescribed in the Rules including compensate on in the manner as provided under the Act within 45(forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:

The Owners and/or the Promoter hereby represent and warrants to the Allottee/s as follows:-

- (i.) The Owners have marketable title with respect to the Land and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii.) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii.) There are no encumbrances upon the Land and the Project;
- (iv.) There are no litigations pending before any Court of law with respect to the Said Land or the said apartment and Properties appurtenant thereto;
- (v.) All approvals, licenses and permits is used by the competent authorities with respect to the Project, Said Land and the Said Apartment and Properties appurtenant there to 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 and the Said Apartment and Properties appurtenant thereto and the Common Areas, if any;

- (vi.) The Promoter /Owners has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s agreed to be created herein, may prejudicially be affected;
- (vii.) Save and except the agreement between the Owners and the Promoter, the Owners/Promoter have 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 Land and the Said Apartment and Properties appurtenant thereto which will, in any manner, affect the rights of Allottee/s under this Agreement.
- (viii.) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Apartment And Properties Appurtenant Thereto to the Allottee/s in the manner contemplated in this Agreement;
- (ix.) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant thereto to the Allottee/s and the Common Areas, Amenities and Facilities of the Project to the Association of allottee/s or the competent authority, as the case maybe, after the completion of the Project;
- (x.) The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area,(equipped with all the specifications, amenities and facilities) has been handed

over to the Allottee and the Association of the Allottees or the competent authority, as the case maybe.

- (xi.) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Land and/or the Project.
- (xii.) That the Property is not a Wakf Property.

9. EVENTSOFFDEFAULTSANDCONSEQUENCES:

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

- (i.) The Promoter/Developer fails to provide ready to hand over possession of the said apartment and properties appurtenant to the Allottee within the time period specified in Clause or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to hand over possession' shall mean that Said Apartment And Properties Appurtenant the be in a habitable condition which is complete in all respects;
- (ii.) Discontinuance of the Promoter's business as a Promoter as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rule so regulations made thereunder.

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

- (i.) Stop making further payments to the Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/s stops making payments, the Promoter/Developer shall correct the situation by completing the development of the said apartment and properties appurtenant as agreed and only there after the

Allottee/s be required to make the extra payment without any interest; or.

- (ii.) The Allottee/s shall have the option of terminating this agreement in which case the Promoter/Developer shall be liable to refund the money paid by the Allottee/s under any head what so ever towards the total price of the said apartment and properties appurtenant after due deduction of 10% of the amount received, within 45 (forty-five) days of receiving the termination notice.
- (iii.) It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter/Developer and the Allottee/s shall be free to approach the authorities concerned for refund of such GST.
- (iv.) Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment and Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i.) In case the Allottee/s fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed here to, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter/Developer on the unpaid amount as the rate prescribed in the Rules;

(ii.) In case of Default by Allottee/s under the condition listed above continues for a period beyond 2(two)consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the said apartment and properties appurtenant in favour of the Allottee and refund the money paid to it by the Allottee/s by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated also Allottee/s is liable to execute the cancellation deed in case of registered agreement at the cost of the Allottee/s. Provided that the Promoter shall intimate the Allottee/s about such termination at least 30(thirty) days prior to such termination.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee/s shall, under any circumstances whatsoever, be made of any amount paid by the Allottee/s on account of Taxes and/or stamp duty and registration charges incurred by the Allottee/s. The Allottee/s shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

10. DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:

The Promoter/Developer, on receipt of total price of the said Apartment and Properties appurtenant as mentioned above from the Allottee/s, and on execution and registration of shall execute a Deed of Conveyance, the Promoter/Developer would and transfer to the Allottee/s the possession, right, title and interest and convey the title of the said Apartment and right

to use of Car Parking Space, if any, with irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee/s.

Provided that in the absence of local law, the Deed of Conveyance in favour of Allottee/s shall be carried out by the Promoter/Developer within 3 months from the date issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. However, in case the Allottee/s fails to deposit the stamp duty and registration charges and all incidental and legal expenses etc. within the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters made by the Allottee/s. The Allottee/s shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority. It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be in consistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:

The Promoter/Developer shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 12 months would be paid by the Allottee/s in the Total Price of the Said Apartment and Properties Appurtenant. The maintenance for 12 (twelve) months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be refunded on quarterly basis after receipt of

upto date maintenance charges from the Allottee/s. Apart from the same, the Allottee/s undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottee/s fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottee(s) undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals, on the basis that the Association shall be formed within a period of 9 months from the date of Completion Certificate for the whole Project. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Common Facilities are contained in Clause34 under Additional terms and all the Allottee/s of Apartments shall be bound and obliged to comply with the same.

12. DEFECTLIABILITY:

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

provided under the Act. It is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottee/s by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee/s, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee/s shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee/s hereby agrees to purchase the Said Apartment and Properties appurtenant on the specific understanding that's/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency/company appointed or the association of Allottee/s (or the maintenance agency/company appointed by it) and performance of the Allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/company or the association of the Allottee/s from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Company/association of Allottees shall have right to restricted access of all Common Areas, Parking Space for providing necessary maintenance services and the Allottee/s agrees to permit the Promoter and/or Maintenance Company to enter in to the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE: Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric substation, transformer, underground water tanks, pumphouses, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services as in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company Promoter for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment this/her own cost shall not suffer to be done anything in or to the Apartment, 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 demarcation provision so sewers, drains, pipes, electricity supply, waste management and any other appurtenances there to 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. is not in any way damaged or jeopardize.

16.2 The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face /**façade** of the Building or anywhere on the exterior of the Project, buildings there in or Common Areas. The Allottee(s) 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/s 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/Project.

- 16.3** The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES** : The Parties are entering into this Agreement for the allotment of the Said Apartment and Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over for occupation and use the Said Apartment and Properties Appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Properties Appurtenant/ at his/her own cost.
- 18. 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 has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the Rules.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**
- After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the said Apartment and car parking space, 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/s who has taken or agreed to take such Apartment and car parking space, if any.
- However, the Promoter/Developer shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottee/s 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 sell and assign to any person or institution 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/Developer the Allottee/s shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 20. APARTMENT OWNERSHIP ACT:** The Promoter/Developer has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter/Developer.
- 21. BINDING EFFECT:** Forwarding this Agreement to the Allottee/s by the Promoter/Developer do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s after deducting cancellation charges including applicable taxes and without any interest or compensation whatsoever.

- 22. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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 and Properties Appurtenant, as the case may be.
- 23. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE(S):**It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment and Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment and Properties Appurtenant for all intents and purposes.
- 25. WAIVER NOT ALIMITATION TO ENFORCE:**
- 25.1** 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/s in not making payments as per the Payment Plan [Schedule-C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- 25.2** Failure on the part of the Promoter to enforce at any time or for any period of time the provisions here of 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 the Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent 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 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 WHERE EVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other allottee(s) of the Project, the same shall be the proportion in which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.
- 28. FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 29. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata

30. NOTICES: That all notices to be served on the Allottee/s and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer/Promoter by Registered Post or through registered email id at their respective addresses as mentioned herein.

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

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

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 as per the act hereunder.

- a. "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b. "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2016 and amendment thereto.
- c. For the purpose of this Agreement for Sale, unless the context otherwise requires.
- d. "Section" means as section of the Act/Rules;

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 settled through the adjudicating officer appointed under the Act.

ADDITIONAL TERMS: The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottee(s) to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter ,the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

The additional terms and conditions as per the contractual understanding between the Parties rerecorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

- 34. FORCE MAJURE :-** shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement whether, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damages. epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 34.1** To be read with 7.1, that It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee/s shall be free to approach the authorities concerned for refund of such GST.
- 34.2** To be read with 7.2, It is clarified that the Allottee/s shall duly comply with all its obligation since the Promoter issues notice of completion to the Allottee on or before the date mentioned hereinabove.
- 34.3** To be read with 7.3, that and all other outgoing as mentioned in this Agreement from such date as mentioned in the Possession Notice **(Deemed Possession)**.
- 34.4** To be read with 7.4, Provide that in case of absence of any local law, the Promoter shall handover the necessary documents and plans including all Common areas, amenities and facilities to the Association of Allottee or the competent authority, as the case maybe, within 60 (sixty) days after obtaining the completion certificate of the Project.
- 34.5** To be read with 7.6, It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee/s shall be free to approach the authorities concerned for refund of such GST.
- 34.6** Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment and Properties appurtenant thereto which shall be paid by the Promoter to the Allottee/s within 45 (forty-five) days of it becoming due.

SCHEDULE "A"
Part-I
[THE PREMISES]

ALL THAT piece and parcel of land measuring **27 Cottah 00 Chittacks 07 Sq.ft.** more or less together with standing structure thereat comprised in R.S. & L.R. Dag No. 13 under R.S. Khatian No. 106, L.R. Khatian No. 166, 167, 168, 169 and 170, in Mouza- Chakgaria, J.L. No. 26, being Premises No. 338, Brij Road, P.S.-Patuli (previously Jadavpur), under Ward No. 110 of Kolkata Municipal Corporation, Kolkata-700094;

The Said Land is butted and bounded as follows;

ON THE NORTH :By 327, Brij Road;
ON THE SOUTH :By Kavi Subhash Car Shed;
ON THE EAST :By Rail Way Land and Rail Way Track;
ON THE WEST :By KMC Brij Road;

SCHEDULE 'B'
[DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT]
Part - I
(SAID APARTMENT)
(THE PROJECT IS UNDER CONSTRUCTION)

All That the Apartment No. _____ on the floor in Tower No. 1/2 being constructed on the Land area part of the Project, having a Carpet area of _____ sq.ft. more or less including the respective areas of the Balcony/Verandah. For the purpose of registration, the total Super Built-up area is _____ sq.ft. more or less.

Part-II
(CAR PARKING SPACE)
(THE PROJECT IS UNDER CONSTRUCTION)

All That the **One** car Parking (mechanical) at the said Project on the Land, as identified and designated by the Promoter/Developer for the parking of car(s) owned by the Allottee(s) within such space.

PART -III
(SPECIFICATIONS OF FLAT)

- 1) **Living / Dining / Lobby / Passage**
 Floor: Vitrified tiles
 Walls & Ceiling: Wall Putty / POP Finish.
- 2) **Bedrooms**
 Floor: Vitrified tiles in bedrooms
 Walls: Wall putty / POP finish.
- 3) **Kitchen**
 Walls: Wall tiles up to 2' on counter Walls
 Floor: Vitrified tiles
 Counter: Granite counter
 Fitting / Fixtures: Stainless steel sink with drain board.
- 4) **Bathrooms**
 Walls: Wall tiles up to false ceiling level.
 Floor: Anti-skid /verified/ceramic Tiles .
 Sanitary ware and CP fittings of reputed brand.
- 5) **Doors & Windows**
 Entrance Doors: Decorated door.
 Internal Doors: Flush doors
 Windows: UPVC/Aluminium Windows.
- 6) **Electrical**
 Modular switches copper wiring in concealed conduit
 TV/AC points in all bedrooms & Living Room.
 Power Backup: For common areas
 Power backup for apartments at extra cost.
- 7) **Lobby**
 Double height entrance lobby at ground floor
 Passenger Elevators 2 Nos in each tower.

SCHEDULE "C"
[PAYMENT PLAN]

Process of Payment : For G+8 Towers

On Application	1,00,000/ (+)APPLICABLE GOVT. TAX
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On Application : 7 Days Post Dated Cheque for 10% (for Allotment)	PDC 10% of Total Consideration Less Booking Application Money (+)APPLICABLE GOVT. TAX
On Agreement (within 15 days from Booking Application)	10% of Total Consideration (+)APPLICABLE GOVT. TAX
On Completion of Foundation of the Tower	10% of Total Consideration(+)APPLICABLE GOVT. TAX
Completion of 2nd floor Roof Casting	10% of Total Consideration (+)APPLICABLE GOVT. TAX
Completion of 4th floor Roof Casting	10% of Total Consideration (+)APPLICABLE GOVT. TAX
Completion of 6th floor Roof Casting	10% of Total Consideration (+)APPLICABLE GOVT. TAX
Completion of 8th floor Roof Casting	10% of Total Consideration (+)APPLICABLE GOVT. TAX
On completion of Flooring of the particular Unit	10% of Total Consideration (+)APPLICABLE GOVT. TAX
On completion of said Booked Unit (Civil, Plumbing , Electric , Putty , All Fittings : Except Kitchen-Toilets Fittings &CP Fittings)	10% of Total Consideration (+)APPLICABLE GOVT. TAX
On Possession	10% of Total Consideration (+) Extra Charges & Deposits (+)APPLICABLE GOVT. TAX

SCHEDULE "D"
[COMMON AREAS & AMINITIES]

1. Fire Refuge platform in each tower.
2. Overhead Water Tank in each tower.
3. Gumty room in each tower.
4. Lift well & staircase in each tower.
5. Common corridor at every floor of each tower.
6. Entrance lobby in each tower.
7. Fire tank.
8. Sewage Treatment Plant.
9. Water treatment plant.
10. Underground Water Tank.
11. Pump room.
12. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the Building.

13. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Flat to the extent of quantum mentioned herein and/or in the other Flats during power failure.
14. Water pump and pump rooms with motor and with water supply pipes from UG tank to overhead water tank and with distribution pipes therefrom connecting to different Flats of the Complex.
15. Internal driveways of the project.
16. Roof Top Landscape gardens.
17. Community Hall on ground floor.
18. Fitness Zone.
19. Games area.
20. Yoga cum Meditation Zone.
21. Kids Play Area.
22. Solar Panels.
23. Elevators (2 Nos in each Tower).
24. 24X7 Security with Security Desk.
25. CCTV surveillance.
26. Fire Fighting system.

SCHEDULE-E

(Common rules)

Common Rules for Allottee(s): The Allottee(s) shall:-

- (i) **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.
- (ii) **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 as per the act.
- (iii) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.
- (iv) **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 there for, 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(s) 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).

- (v.) **Residential Use:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee(s) 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.
- (vi.) **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(s).
- (vii.) **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.
- (viii.) **Use of Spittoons/Dustbins:** Use the spittoons/dustbins located at various places in the Project.
- (ix.) **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, grill sand the main door of the said Apartment.
- (x.) **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(s) 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(s) 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(s). In the event any change is made by the Allottee(s) 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(s). The Allottee(s) 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 Alottee(s).

- (xi.) **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 bed rooms (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.
- (xii.) **No Collapsible Gate:** Not install any collapsible gate outside the main door / entrance of the said Apartment.
- (xiii.) **No Grills:** Not install any grill on the balcony or verandah.
- (xiv.) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (xv.) **No Change of Name:** Not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (xvi.) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the parkings pace, 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 neighbouring 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.
- (xvii.) **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.
- (xviii.) **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 and/or the Project and selling or granting rights to any person on any part of the said Building.
- (xix.) **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.
- (xx.) **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.
- (xxi.) **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.
- (xxii.) **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.

- (xxiii.) **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.
- (xxiv.) **No Signage:** Not to put up or affix any sign board, nameplate 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 Buildings save at the place or places provided therefor provided that this shall not prevent the Allottee(s) from displaying a standardized nameplate outside the main door of the said Apartment.
- (xxv.) **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.
- (xxvi.) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment.
- (xxvii.) **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(s) or the family members, invitees, servants, agents or employees of the Allottee(s), the Allottee(s) shall compensate for the same.
- (xxviii.) **No Hanging Clothes:** Not to hang or cause to be hung clothes from the balconies of the Said Apartment.
- (xxix.) **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.
- (xxx.) **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- (xxxi.) **No Trespassing:** Not to trespass or allow trespass over lawns and green plants within the Common Areas.
- (xxxii.) **No Overloading Lifts:** Not to overload the passenger lifts and move goods only through the staircase of the Building.
- (xxxiii.) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (xxxiv.) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

- (xxxv.) **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(s) to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.
- (xxxvi.) **Notification regarding Letting/Transfer:** If the Allottee(s) lets out or transfers the said Apartment, the Allottee(s) shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.
- (xxxvii.) **No Right in Other Areas:** The Allottee(s) 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.
- (xxxviii.) **Restriction regarding Pets:** Pets shall be immunized and be kept on a leash while in the common areas of the project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
- (xxxix.) **Restriction regarding slaughtering:** NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Property.

Schedule-F

(deposits)

The Extra Charges as detailed herein below:-

<p>Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee/s.</p>	<p>Rs. _____/-plus GST</p>
<p>Transformer Charges & Electricity Charges & Generator Charges-This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC/any other electricity</p>	<p>Rs. _____/-plus GST</p>

supply agency for providing and installing transformer at the said Project. Provided the Allottee/s shall pay the Deposit to CESC/any other electricity supply agency directly on account of Individual Meter.	
Legal and Documentation Charges (including Registry commissioning charges).	Rs. _____/-
Association Formation/Holding Company Charges.	Rs. _____/-plus GST
Total Extras Charges (in Rupees)	Rs. _____/-plus GST

Registration Fee, Stamp Duty and Electricity Meter Deposit. The applicable Taxes payable on the Extra Charges as and when will be required by the Promoter after execution of these presents are determined from time to time (“**Extra Charges**”).

The Deposits as and when will be required by the Promoter after execution of these presents are detailed herein below:-

Sinking Fund Deposit -This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter May deem fit and proper.	Rs. _____/-
Property Tax Deposit -This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	
Total Deposits (in Rupees).	
Registration Fee, Stamp Duty and Electricity Meter Deposit on Actual	

The applicable Taxes, if any, payable on the Deposits as determined from time to time (“**Deposit Taxes**”). For the sake of brevity, the term “**Total Price**” shall include Said Apartment and Properties Appurtenant **Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.**

In witness whereof the Parties have executed and delivered this Agreement for Sale on the day, month and year given above.

Witnesses:

SIGNATURE OF THE OWNERS

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted by me:-

VINEET PANDEY
Advocate.
High Court, Calcutta,
Enrolment No. F/1803/1619/2011.

MEMO

RECEIVED of and from the withinnamed DEVELOPER the within mentioned sum of **Rs. _____/- (Rupees _____)**only towards the adjustable Deposit, in the manner as detailed below:-

MEMO OF CONSIDERATION

Sl.No.	Cheque No.	Dated.	Drawn.	Amount <i>(Rs.)</i>
			TOTAL	

(Rupees _____) Only.

Witness:-

SIGNATURE OF THE OWNERS.

=====

DATED this ___ day of September, 2023

BETWEEN

- (1.) **SHRI.TARANJIT SINGH**
- (2.) **SHRI.HARANJIT SINGH**
- (3.) **SHRI.AMRIK SINGH**
- (4.) **M/S. NORTHERN CARGO
SERVICE**
- (5.) **M/S. NARULA INFRASTRUCTURE
PVT.LTD**

... the OWNERS

And

**GAP INFRASTRUCTURE AND HOUSING
PRIVATE LIMITED**

... the PROMOTER/DEVELOPER

And

_____,
...the PURCHASERS.

AGREEMENT FOR SALE

PANDEY & ASSOCIATES,

Advocates,

10, OLD POST OFFICE STREET,

KOLKATA-700 001

Mob. 98310-82726.

98306-21616.