

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of __,20_____

BY AND BETWEEN

- a) **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. AERPP5352F and Aadhar No. 3896 6195 5464**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal; and
- b) **MRS. VIJAYA PODDAR**, wife of Mr. Pankaj Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.ACFPJ9844A and Aadhar No. 2267 3439 3027**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal and;
- c) **MR. PRAMOD DAYAL RUNGTA**, son of Prabhu Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. ADWPR5427M and Aadhar No. 4635 1930 6940**, presently residing at Manikaran Flat -9SB 3 B Ram Mohan Mullick Garden Lane, Belegkata, Kolkata-700010, and;
- d) **MRS. PUJA RUNGTA**, wife of Mr. Pramod Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.AFKPR2073P and Aadhar No. 5100 0986 2547**, presently residing at Manikaran Flat-9SB 3 B Ram Mohan Mullick Garden Lane, Belegkata, Kolkata-700010;

all represented by their Constituted Power of Attorney holder **TRUSTWORTHY NIRMAN LLP (PAN NO.: AAQFT0426P)**, a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008, having LLPIN:AAR-9905, having its registered office at 19/1, Camac Street, 2nd Floor, Post Office – Park Circus, Police Station – Shakespeare Sarani, Kolkata –700017, represented by it's Designated Partner, **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, presently residing at N-5, CL-8, Salt Lake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal, having personal **PAN No. AERPP5352F** and Aadhar No. **3896 6195 5464**, duly appointed by virtue of registered power of attorney dated 28/07/2023, being No.190305006, duly recorded in volume No. 1903-2023, Pages from 187987 to 188013, for the year 2023, duly registered with the office of Additional Registrar of Assurance III (A.R.A. III); (hereinafter referred to as "**Owners**", which expression shall unless excluded by the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns etc.) of the **First Part**;

AND

TRUSTWORTHY NIRMAN LLP (PAN NO.: AAQFT0426P), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008, having LLPIN:AAR-9905, having its registered office at 19/1, Camac Street, 2nd Floor, Post Office – Park Circus, Police Station – Shakespeare Sarani, Kolkata –700017, represented by it's Designated Partner, **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, presently residing at N-5, CL-8, Salt Lake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal, having personal **PAN No. AERPP5352F** and Aadhar No. **3896 6195 5464**, duly authorized vide Board Resolution dated 6th April, 2023, hereinafter referred to as the "**Developer**" (which expression shall mean and include its successors, successors-in-interest and/or permitted assigns) of the **Second Part**;

AND

[If the Allottee is a company]

_____,(CIN no._____)a company incorporated under the provisions of the Companies Act,[1956or2013,asthecasemaybe],having its registered office at _____,(PAN_____), represented by its authorized signatory,_____,(Aadhar no._____) duly authorized vide board resolution dated_____,hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____,(PAN _____),represented by its authorized partner,_____,(Aadhar no _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr._____(Aadhar no._____)son of _____aged about_____for self and as the Karta of the Hindu Joint Mitakshara Family known as__HUF, having its place of business/ residence at_____,(PAN_____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives ,executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Allottee, incase of more than one allottee]

The Owners and Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party". Owners and Developer shall collectively referred to as "Sellers"

WHEREAS:

A. Absolute Ownership and description of the Said Property:

1. WHEREAS one Smt. Bhagawani Devi Kajaria, wife of Late Motilal Kajaria was sized and possessed and otherwise, the sole owner of **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No.1623 corresponding to R.S. Dag No.1539, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal and was well enjoying the same and well entitled to transfer the same to any one in anyway.

2. And Whereas the said Smt. Bhagawani Devi Kajaria gifted and/or transferred **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under R.S. Khatian No.1103, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Gift Deed dated 29th March, 1989, Being No.5064, copied in Book No.I, Volume No.128, Pages 167 to 170, for the year 1989, registered at District Sub-Registrar (D.S.R.) at Alipore, South 24 Parganas to her grand-daughter namely Mrs. Indira Kejriwal and she had caused to be mutated her name in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian No.1585 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and was well enjoying the same and well entitled to transfer the same to anyone in anyway and had decided to sell the Said Property.

3. **AND WHEREAS** the said Mrs. Indira Kejriwal sold and/or transferred **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.1585, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Sale Deed dated 27th day of April, 2022, Being No.190304984, copied in Book No.I, Volume No.1903-2022, Pages 298280 to 298306, for the year 2022, registered at Additional Registrar of Assurance III (A.R.A. III) at Kolkata to the Owners and accordingly they mutated their name respectively in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian Nos.4245, 4246, 4247 & 4248 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and well enjoying the same and well entitled to transfer the same to anyone in anyway and also converted the Property from Shali to Bastu from BL&LRO at Sonarpur vide Conversion Certificate Nos. Memo No:41/Conv/3636/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3635/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3634/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3633/BLR-SNP/22 dated 29.09.2022.

(4) The Owners are absolutely seized and possessed of and sufficiently entitled to all that pieces and parcel of Bastu land admeasuring of 14 (Fourteen) Cottahs 13

(Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. as per physical measurement 14 Cottahs 12 Chittacks 01 Sq. Ft equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245,4246,4247,4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal (hereinafter referred to as the "**Said Property**"), more particularly described in the First Schedule written hereunder and duly delineated and demarcated in Annexure A.

B. Development Agreement: (1) With the intention of developing and commercially exploiting their land by developing a residential building thereon; the Owners have approached the Developer for the development of a residential cum commercial project on the Said Property. Accordingly, Owners entered into a Development agreement dated 27th July, 2023, being no.190304980 duly registered with the Additional Registrar of Assurances – III, Kolkata and recorded in the Book No. I, Volume No. 1903, pages from 186153 to 186220 for the year 2023 ("**Development Agreement**") with the Developer herein, and confirmed the grant of the exclusive right and power in favour of the Developer for the development of the residential cum commercial project on the Said Property, on the terms and conditions contained therein.

(2) The said Development Agreement is still valid and subsisting.

C. Pursuant thereto the Developer herein, is developing a Nine (B+G+VII) Storied residential building consisting of several Residential Flat(s) and Parking Space and other Saleable Space, under the name and style of "**The Pride**" (hereinafter referred to as the "**Said Building**") on the Said Property.

D. Sanction Plan: Though land area of the Said Property as per Development Agreement is 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. but during physical verification present land area is reduced to 14 (Fourteen) Cottahs, 12 (Twelve) Chittacks 1 (One) Square feet (approximately) equivalent to 24.50 Decimal and accordingly Developer has caused a building plan for Said Property (with reduced area) duly sanctioned by the Rajpur-Sonarpur Municipality and received the Building Permit vide no. SWS-OBPAS/2207/2023/1589 dated 28th July 2023, (the "**Sanction Plan**"), the construction of the Said Building on the Said Property (with reduced area) and accordingly by virtue of the Sanction Plan, Developer became entitled to construct and erect the Said Building on the Said Property.

E. Said Scheme: For selling the Residential Flat(s), Parking and other Saleable Spaces ["**Unit(s)**"], the Developer has adopted a scheme (hereinafter referred to as "**Said Scheme**"). The Said Scheme is based on the legal premises that (a) the Apartment(s) comprised in the Said Property is jointly owned by the Owners herein and hence Apartment(s) therein must be transferred by the Owners, (b) such transfer by the Owners are a consideration of the Developer bearing all costs for the construction of the Project and paying all other consideration including the Owners' Allocation to the Owners in terms of the said Development Agreement, (c) consequently, prospective purchasers (hereinafter referred to as "**Intending Buyers**") of the Apartment(s) are nominees of the Developer and Intending Buyers would have to pay all consideration for the Apartment(s) to the Developer and not to the Owners, (d) to give perfect title to the Intending Buyers, the Owners and the Developer jointly enters into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominees of the Developer) and agrees to sell Apartment(s) to the Intending Buyers and the Developer agrees to sell Apartment(s) comprised in the Project to the Intending Buyers and (f) the consolidated consideration payable by the Intending Buyers for the

Apartment(s) should be received entirely by the Developer and will be appropriated by the Developer in the manner as stipulated in the Development Agreement.

F. Representations from Developer :

- i) The Developer 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;
- ii) The Developer has obtained the Sanction Plan duly approved by the Rajpur-Sonarpur Municipality as state hereinabove. 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;
- iii) The Developer has already registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on. _____ under registration No. _____;

G. Purchase of Said Apartment and Car Parking Space: The Project is comprised of Said Building and the Allottee have approached Developer for buying a Residential Apartment in the Said Building and accordingly selected a Unit being residential space being Apartment No. _____ on _____ floor and on the ___ Side of the Said Building constructed upon the Said Property, admeasuring approximately an area of _____ (_____) square feet of Carpet Area (_____ Square feet of super built up area), (hereinafter referred to as "**Said Apartment**") and ___ (_____) Covered/Open Car Parking on the ground floor (hereinafter referred to as "**Car Parking Space**") more specifically described in the Part II of the Second Schedule hereto and delineated and demarcated in Annexure B.

H. Representations by Parties before execution of the Parties:

- i) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- ii) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;

I. Agreement to Record: Pursuant to selection of the Said Apartment by the Allottee, the Developer agreed to sell to the Allottee and the Allottee has agreed to purchase the Said Apartment, subject to the terms and conditions set out herein and in accordance with the Said Scheme.

Now Therefore in consideration of the representations, mutual covenants, terms and conditions and understandings as set forth herein, the sufficiency whereof each of the Parties admits and acknowledge, the Parties hereto agree as follows:

1. TERMS:

2.1 Subject to the terms and conditions as detailed in this Agreement, the Sellers agrees to sell to the Allottee and the Allottee hereby agrees to purchase :

- a) **Said Apartment:** Residential space admeasuring a Super built up area of approximately _____ (_____) square feet of Carpet Area (_____ Square feet of Super Built Up Area) bearing Apartment No. _____ on the _____ th Floor on the _____ side of the Said Building ("**Said Apartment**"), morefully and particularly

described in the Part I of the Second Schedule written hereunder and area of approximately _____(_____) square feet Covered/Open Car Parking Space being no. _____on the Ground Floor of the Said Building(**“Car Parking Space”**) morefully and particularly described in the Part II of the Second Schedule written hereunder;

- b) **Land Share:** Together with the proportionate undivided impartible variable share in the land underneath the Said Building attributable to the Said Apartment (hereinafter referred to as **“Land Share”**).
- c) **Share in Common Areas and Facilities:** Together with right to use and enjoy the Common Areas and Facilities, morefully and particularly described in the Part I of the Third Schedule, as attributable to the Said Apartment;
- d) **Right to use Common Parts and Amenities :** Together with right to use and enjoy the Common Parts and Amenities within the Said Property in common with the other Co-Buyers and / or Co-Occupiers of the Said Building;

(Collectively **“Said Apartment and Appurtenance Thereto”**).

2.2 The Total Price for the Said Apartment and Car Parking Space based on the carpet area is Rs. _____(Rupees _____), (hereinafter **“Total Consideration”**), which also includes applicable Taxes including Goods and Services Tax (G.S.T.) to be paid in full to the Developer in the manner as stipulated in the Sixth Schedule (**“Payment Schedule”**)

The Break Up of the Total Consideration is as follows :

a) Apartment no. _____	
b) Type _____	
c) Floor _____	
d) Total Carpet Area of the Said Apartment	
e) Rate Per Square Feet of Carpet Area	
f) Cost of Car Parking Space	
Total Cost of the Said Apartment and Car Parking Space	
GST __%	
Total Consideration including GST	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Said Apartment and Car Parking Space;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law,

and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Said Apartment and Car Parking Space:

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

- (iii) The Developer shall periodically intimate to the Allottee in writing (hereinafter referred to as "**Payment Notice**"), the amount payable as stated in 2.2 above and the Allottee shall make payment within 15 (thirty) days from the date of Payment Notice (**Due Date**"), the Allottee shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount mentioned in the Payment Notice within the Due Date, failing which the Allottee shall be deemed to be in default and the consequences mentioned in Clause 10.3 shall apply, if default continues for more than 2 (two) months after expiry of Due Date. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Said Apartment includes: 1) prorata share in the Land comprised in the Said Property and Common Areas and Facilities; and 2) ___(___) Car Parking Space as provided in the Agreement. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer under takes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (v) The Allottee shall make the payment as per the payment plan set out in Sixth Schedule "**Payment Schedule**").
- (vi) It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Said Apartment, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act.
- (vii) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.2 of this Agreement.
- (viii) Subject to timely payment of the Total Consideration and all other dues and also timely payment of the Maintenance charges to the Developer or Association, as the case may be, and further subject to Clause 10.3, the Developer agrees and acknowledges, the Allottee shall have the right to the Said Apartment and Car parking as mentioned below:

- (a) The Allottee shall have exclusive ownership of the Said Apartment and Car Parking Space;
- (b) The Allottee shall also have undivided variable, indivisible proportionate share in the Common Areas and Facilities. Since the share / interest of Allottee in the Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the Common Areas and Facilities to the Association of co-allottees as provided in the Act;
- (c) That the computation of the price of the Said Apartment and Car Parking includes recovery of price of land, construction of [not only the Said Apartment but also the Common Areas and Facilities, Common Parts and Amenities, 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 Developer and the Allottee agrees that the Said Apartment along with Car 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 Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Co-buyers and Co-Occupiers of the Project. The Developer agrees to pay all outgoings before transferring the physical possession of the Said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project. If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Said Apartment to the Allottee, the Sellers 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 has paid a sum of Rs_____,(Rupees _____ only) as booking amount being part payment towards the Total Consideration of the Said Apartment and Car Parking Space]at the time of application the receipt of which the Developer hereby acknowledges by way of memo of receipts attached herewith and the Allottee hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Schedule as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable to the Developer in terms of Payment Schedule, he shall be liable to pay interest at the rate specified in the Rules.

2.3 **Deposit and Extra Charges:** In addition to the Total Consideration and the Additional Cost, if any, the Developer shall also be entitled to the following deposits and extra charges (hereinafter referred to as “**Deposit and Extra Charges**”) from the Allottee over and above the Total Consideration and Additional Cost, if any, and the same shall be bear and borne by the Allottee and the Allottee shall, as and when demanded by the Developer, make the payment of such Deposit and Extra Charges punctually and in timely manner :

Wholly: wholly the costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** Security deposit and all other billed charges at actual of the CESC or other electricity supply agency for providing electric meter for the Said Apartment.
- (b) **Documentation Charges:** Allottee needs to pay the cost plus applicable GST as may be intimated by the Developer towards documentation charges for Agreement to Sale to the Developer in this regard. At the time of registration of conveyance also Allottee will pay cost towards legal and registry expenses as may be intimated by the Developer at that time plus applicable Goods and Service Tax towards documentation charges to the Developer.
- (c) **Stamp Duty and Registration Costs:** Allottee will bear, borne and pay costs and expenses of Stamp Duty and Registration Fees for the registration of the Deed of Conveyance in favor of the Allottee with regard to the Said Apartment and the Parking Space, if any.

Proportionately: Proportionately, costs, expenses, deposits and charges for:

- (a) **Formation of Association:** formation of an Association to be formed in terms of Clause 12.
- (b) **Common Expenses and Charges:** proportionate share of the Common Expenses and Charges for perpetuity for the upkeep, maintenance, management and administration of the Common Areas and Facilities and Common Parts and Amenities. The payment of the proportionate Common Expenses and Charges shall be paid by the Allottee to the Developer, at such intervals and at such rate as may be decided by the Developer from time to time in this regard.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of _____ payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Sellers accepts no responsibility in this regard. The Allottee shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Sellers immediately and comply with necessary formalities if any under the applicable laws. The Sellers shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in anyway and the Sellers shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust these payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee and the Common Areas and Facilities to the Association of the Co-Buyers / Co-Occupiers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Sixth Schedule ("**Payment Schedule**").

6. CONSTRUCTION OF THE PROJECT

- 6.1 The Allottee has seen the specifications of the Said Apartment, Said Building and also Project and accepted the Payment Schedule, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said Sanction Plan, layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such Sanction Plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and Specifications described in the Fifth Schedule written hereunder.
- 6.2 The Decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. All constructions shall be made in accordance with the Applicable Laws and rules and regulations made thereunder and also as per Sanction Plan and Developer shall not have an option to make any variation /alteration /modification in such Sanction Plan, save and except in the manner provided under the Act or other Applicable Laws, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- 6.3 **No Hindrance:** The Allottee shall not have any right and / or authority in any manner to interfere in the construction of the Said Building or any part or portion thereof and hereby expressly agrees and undertakes not do any act, deed or thing whereby construction of the Said Apartment and Appurtenance thereto and/or the Said Building or any part or portion thereof is in any way hindered or impeded until the completion of the Said Building and the entire possession of the Apartment(s) are handed over to the Intending Buyers.

7. POSSESSION OF THE SAID APARTMENT

- 7.1 **Schedule for possession of the Said Apartment]:** The Developer agrees and understands that timely delivery of possession of the Said Apartment is the essence of the Agreement. The Developer, based on the approved Sanction Plan and Specifications, assures to hand over possession of the Said Apartment and complete the Project within December 31, 2026, *hereinafter "**Scheduled Completion Date**"), save and except in case of Force Majeure Event and subject to timely payment of the Total Consideration by the Allottee in timely manner as the per the Payment Schedule. however, if the completion of the Project is delayed due to the Force Majeure Event then the Allottee agrees that the Developer shall be titled to the extension of time for delivery of possession of the Said Apartment, provided that such Force Majeure Event are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure Event, then this allotment shall stand automatically terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 (Forty Five) days from date of intimation of termination. After refund of the money to the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession –** The Developer, upon completing the Project shall offer in writing the possession of the Said Apartment to the Allottee (hereinafter

Possession Notice’) in terms of this Agreement and Allottee shall be liable to take the possession within 3 (Three) months from the date of issue of such notice and the Developer shall give possession of the Said Apartment to the Allottee, subject to full payment of the Total Consideration and all other payments due from the Allottee under the Agreement or otherwise. The Developer Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Association of allottees, as the case maybe.

7.3 **Failure of Allottee to take Possession of Said Apartment:** Upon receiving a written intimation from the Developer as per clause 8.2, the Allottee shall take possession of the Said Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as may be required by the Developer, and the Developer shall give possession of the Said Apartment to the Allottee, (hereinafter **“Possession Date”**), such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee** – After obtaining the Completion Certificate and handing over physical possession of the apartments to the allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans including Sanction Plan, including common areas, to the Association of the allottees or the competent authority, as the case maybe, as per the local laws.

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

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

7.6 **Commencement of Outgoings and other common expenses:** On and from the Possession Date, the Allottee shall borne, bear and pay:

- a) All outgoings in respect of the Said Apartment, including municipal tax, surcharge, land revenue, levies, cess etc. (collectively **“Outgoings”**)
- b) Proportionate Common Expenses and Charges as tentatively decided by the Developer/Association, as the case may be;

7.7 **Liability of and claim to Said Apartment**

On and from the Possession Date:

- a) The Said Apartment will be at the sole risk and cost of the Allottee, and, the Sellers will have no liability or concern thereof. The Allottee shall alone be responsible for the upkeep and maintenance of the Said Apartment;
- b) The Allottee will not be entitled to raise any claim against the Sellers in respect of the Said Apartment for any reason or in any manner whatsoever, save and except as provided herein.

7.8 Compensation-

The Sellers shall compensate the Allottee in case of any loss (Other than consequential losses) caused to him due to defective title of the Said Property, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Event, if the Developer fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by Developer in respect of the Said Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Apartment. However, if Allottee opts to withdraw from the Project on account of delay then on and from the date of such intimation Allottee shall only be entitled to receive the amount paid by Allottee to the Developer along with interest and on and from the payment of such amount Allottee shall have no right claim interest over / against the Said Apartment and / or Project and / or Sellers or otherwise.

8. REPRESENTATIONS AND WARRANTIES

8.1 REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

- (i) The Sellers has absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the said Property and absolute, actual, physical and legal possession of the said Property for the Project;
- (ii) The Sellers has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Property or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Property, Project or the Said Apartment;
- (i) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and / or Said Apartment are valid and

subsisting and have been obtained by following due process of law. Further, the Developer has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Said Building and Said Apartment and Common Areas and Facilities;

- (ii) The Sellers has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (iii) The Sellers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (iv) The Sellers confirms that the Sellers is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (v) At the time of execution of the conveyance deed the Sellers shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the common areas and facilities to the Association of the allottees;
- (vi) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property;
- (vii) The Sellers has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- (viii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property has been received by or served upon the Sellers in respect of the said Property and/or the Project;
- (ix) That the Said Property is not Waqf property.

8.2 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

On or before execution of this Agreement the Allottee has represented and assured to the Sellers as follows:

- a) **Financial and Other Capacity of Allottee:** That the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and timely manner.
- b) **Satisfaction of Allottee:** That the Allottee is acquainted with, fully aware of and is thoroughly satisfied about (i) the title of the Owners and the Developer to the Said Property and the Said Apartment, (ii) all documents, papers, deeds, pertaining to the title of the Owners and the Developer, (ii) the Sanction Plan, (iii) the location of the Said Apartment and / or Said Building (iv) the right of the Owners and the Developer to enter into this Agreement and (v) the extent of the rights being hereby granted in favour of the Allottee, and the Allottee shall not raise any objection with regard to any or all of the above;
- c) **Measurement:** That the Allottee hereby accepts, agrees and confirms that the measurement of the Said Apartment as mentioned in this Agreement is tentative and (1) the final measurement of the Said Apartment will be done by the Developer

on completion of its construction, (2) the built-up area (including entire or proportionate share of thickness of the wall of the concerned flat) of the Said Apartment be certified by the Architect or such other architect as may be appointed by the Developer from time to time, (3) the Allottee shall not question and/or challenge the built-up area certified by the Architect, at any time or under any circumstances.

- d) **Rights Confined to Said Apartment and Appurtenance Thereto:** That the Allottee hereby undertake to the Sellers that the right, title and interest of the Allottee is confined only to the Said Apartment and the Sellers are entitled to deal with and dispose of all other portions of the Said Building to third parties at the sole discretion of the Sellers, to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- e) **Covenants:** That the Allottee hereby accepts, confirms and declares that (1) the covenants of the Allottee (Allottee's Covenants) as mentioned in this agreement shall run perpetually, (2) the Allottee's Covenants shall bind the Allottee and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Allottee's Covenants shall be strictly performed by the Allottee.
- f) **Common Areas and Facilities and Common Parts and Amenities subject to change:** That the Allottee accepts, confirms, declares, and undertake that although the Common Areas and Facilities and Common Parts and Amenities are described in the Part I and Part II of the Third Schedule, respectively below, the said description is only indicative and Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Areas and Facilities and Common Parts and Amenities and the Allottee (s) shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest

at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Said Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Developer as per the Payment Schedule annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the un paid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive 2 (Two) months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated without any further act on part of any party on and from the date of refund of the amount by the Developer to the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of the Total Consideration and all other amount due from the Allottee for the Said Apartment and Car Parking Space or otherwise under the Agreement, from the Allottee, shall execute a conveyance deed and convey the title of the Said Apartment and Car Parking Space together with proportionate indivisible share in the Common Areas and Facilities within 3 (three) months from the date of handover of the Possession or issuance of the completion certificate, whichever is earlier. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/ PROJECT

11.1 The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees, subject to the payment of maintenance charges (as may be decided by the Developer in this regard)by the allottees of the Project.

11.2 At such time as the Developer may think fit and proper at its sole and absolute discretion, shall call upon the respective allottees to form an association ("**Association**") and it shall be incumbent upon the Allottee to join the Association as a member. The Allottee shall pay the necessary subscription and/or membership amounts together with the proportionate costs and expenses for formation of the same and the Allottee shall comply with and/or adhere to all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

11.3 The Allottee hereby agree and undertake to promptly execute and deliver all such additional documents as may be reasonably required by the Developer in this regard.

- 11.4 For the purpose of formation of the Association, each apartment(s) shall represent one share irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Apartment(s). Further, in the event an Apartment(s) is owned by more than one person, then the person whose name first appears in the nomenclature of this Deed as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become such a member.
- 11.5 Upon formation of the Association, the Owners and the Developer will, in due course, handover the Said Building to the Association (hereinafter referred to as “**Handover Date**”) subject to the rights title and interest of the Developer as stipulated herein, whereupon the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, annual maintenance contracts, other contracts, guarantees, warranties, obligations etc. to various authorities and under various statutes, as may from time to time have been procured/obtained/entered into by the Developer and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and Association shall keep each of Owner, Developer fully safe, harmless and indemnified in respect thereof.
- 11.6 The Association will look after (i) the maintenance, management, upkeep and administration of the Common Areas And Facilities of the Said Building and Common Parts and Amenities of the Project (ii) the collection of the maintenance, management charges etc. including Common Charges and Expenses of each of the aforesaid Apartment(s) from the several owners/occupiers of the Apartment(s) comprising in the Said Building. However the decision of the Association in this regard shall be final and binding on the Allottee.

12. DEFECT LIABILITY

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the Possession Date
- It shall be the duty of the Developer to rectify such defects without further charge, within 30(thirty) days or within such reasonable time as may be required to rectify such defect, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation (other than consequential losses) to the extent of actual amount incurred by the Allottee to rectify such defect in the manner as provided under the Act.
- 12.2 If any work in the Said Apartment And Appurtenance Thereto is claimed to be defective by the Allottee before taking the possession of the Said Apartment, then the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however, not entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the provisions regarding deemed possession as contained in Clause 8.3 above shall apply and all consequences thereto shall follow.

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

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/her right to the use of Common Areas and Facilities and

Common Parts and Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS

The Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas and Facilities, Common Parts and Amenities, Car parking Space garages/closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developer, association of allottees and/or maintenance agency, as the case may be to enter into the Said 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 Basement and all Service Areas: The basement(s) and service areas including Common Areas and Facilities, Common Parts and Amenities, and other services if any, as located within "The Pride" i.e. the Project, shall be earmarked for purposes such as parking spaces and services, Common Areas and Facilities, Common Parts and Amenities including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc., and other permitted uses as per Sanction Plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- 16.2 On and from the Possession Date, the terms, conditions, stipulations, obligations and restrictions that the Allottee shall be bound to adhere to and observe includes but not limited to the following:
 - a) **Co-operate in Management and Maintenance:** Co-operate with the other Co-Buyers and / or Co-Occupiers, Developer, Association in the management and maintenance of the Said Apartment, Said Building and the Said Property and to abide by the direction and/or decisions of the Developer, as may be, made from time to time.
 - b) **Observing Rules and Regulations:** Abide by and observe at all times rules and regulations framed by the Developer from time to time for peaceful use and enjoyment and maintenance and management of the Said Apartment, Said Building and the Said Property and for the observance and performance of the

- building rules, regulations and bye-laws for the time being of the Rajpur Sonarpur Municipality and of Government and other public bodies;
- c) **Payment of Common Expenses and Charges:** Regularly and punctually pay and discharge to the Developer, proportionate Common Charges and Expenses without any objections whatsoever or howsoever. The Common Charges and Expenses shall be proportionately divided among the Co-Buyers and / or Co-Occupiers of the Said Building and shall be proportionately divided among the Co-Buyers and / or Co-Occupiers of the Said Property, in such manner as may be decided by the Developer at its sole discretion from time to time in this regard;
 - d) **Upkeep and repair of Said Apartment:** At all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc., of the Said Apartment in perfect condition and repair as and when so needed so as not to cause any damage to the Said Building or any other space or accommodation thereon and keep the other Co-Buyers and/or Co-Occupiers of the Said Building indemnified from and against the consequences of any damage arising there from due to any default thereof;
 - e) **Sharing of Common Areas and Facilities:** The Allottee and/or the other Co-Buyers and/or Co-Occupiers shall only have the proportionate undivided impartible variable right and interest in the Common Areas and Facilities along with other Co-Buyers of the Said Building and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties and/or privileges or cause any annoyance and / or disturbance of/to the other Co-Buyers and/or Co-Occupiers and such rights and interests at all times shall remain at all time undivided, impartible and variable;
 - f) **Execution of documents:** The Allottee shall be bound to sign and execute such papers and documents, and to do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Sellers and other Co-Owners and/or Co-Occupiers of the Apartment(s) or other spaces in the Said Building and / or Said Property.
 - g) **Right to use the Common Facilities:** It is agreed and understood without any doubt that that Allottee shall not have any manner of right, title or interest in respect of the Common Facilities, save and except the right to use and enjoy/or receive certain common services of/from the said Common Facilities subject to the timely payment of the Common Charges and Expenses and the Developer any at the instance and/or instruction of the Developer shall have exclusive right title, interest to deal with and/or dispose of such Common Facilities in lieu of such consideration as the Developer and subject to such terms and conditions and consideration as the Developer deem fit and proper without any interference of any nature or in any manner whatsoever from the Allottee.
 - h) **Mutation of the Said Apartment:** The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Apartment in the records of the concerned authorities within a reasonable time and shall keep the Owners and Developer indemnified against any loss, claims and demand that may arise against the Owners and/or Developer due to non fulfillment and/or observance of this obligation by the Allottee;
 - i) **Bear cost for damages to Said Building and/or Said Property:** Pay to the Developer, for all damages, destruction, or disfigure to any common fixtures and fittings, utilities and/or equipment of the Said Building and/or Said Property caused by negligence and/or willful act of the Allottee and/or occupier of the Said Apartment and/or his/her family member, guests or servants of the Allottee or such occupiers.

- j) **Name of the Said Building:** Project shall always be known as “**The Pride**” and the Allottee shall not be entitled to change such names at any point of time.
- k) **Repairs and other works during normal hours:** Carry out any interior or any other works in the Said Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers;
- l) **Meter and Cabling:** Be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyer. The main electric meter shall be installed only at the common meter space in the Said Property or Said Building, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property and outside walls of the Building save in the manner indicate by the Developer.
- m) **Notification Regarding Letting:** If the Allottee lets out or sells the Said Apartment and Appurtenance thereto, the Allottee shall immediately notify the Developer and/or Association, the tenant’s/transferee’s details including address and telephone number.
- n) **Roof Rights:** The ultimate roof of the Said Building shall remain common to all co-Owners of the Said Building (common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof.
- o) **Negative Covenants**

The Allottee of the Said Apartment hereby further agrees, declares and undertakes that it shall:

- (i) **No Structural alterations:** Not make any structural additions and/or alternations to the Said Apartment such as beam, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Developer;
- (ii) **No Demolition or damage:** Not to demolish or cause to be damaged or demolished the Said Apartment, Parking Space, if any, or any part or portion thereof;
- (iii) **No Sub-Division:** Not to sub divide the Said Apartment and/or Parking Space, if any, and/or any part or portion thereof;
- (iv) **No Alterations:** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and/or common areas or portions and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the external doors and windows of the Said Apartment, including grills of the Said Building and/or Said Apartment which in the opinion of the Developer differs from or is in deviation from or which in the opinion of the Developer (or others as above) may affect the elevation in respect of the exterior walls of the Said Building.
- (v) **No encroachment or new opening:** Not to do or permit to be done any new window, doorways, path, passage drain or other encroachment or easement to be made in the Said Apartment save and except with the written permission from the Developer and not to install grills, the design of which has not been suggested and/or approved by the Developer in any other manner do any other act which would in the opinion of the Developer affect

or detract from the uniformity and aesthetics of the exterior of the Said Building;

- (vi) **No damage to flooring or ceiling:** Not to do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Apartment or any other adjacent Apartment(s) and/or Apartment(s) to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
- (vii) **No alteration or storage to/in Common Areas and Facilities, Common Parts and Amenities:** Not to build, erect or put upon the Common Areas and Facilities and Common Parts and Amenities any item of any nature whatsoever without the permission of the Developer;
- (viii) **No obstructions of Common Areas and Facilities, Common Parts and Amenities:** Not to obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Said Building or the Said Property in any manner whatsoever without the permission of the Developer;
- (ix) **Not to damage Common Areas and Facilities, Common Parts and Amenities:** Not to damage or demolish or cause to be damaged or demolished any portion of the Common Areas and Facilities of the Said Building and/or Said Property at any time or the fittings and fixtures affixed thereto.
- (x) **No use of Machineries:** Not to hang from or to attach to the beams or rafts any articles or machinery or keep the machineries or article which are heavy or likely to affect or endanger or damage stability and/or the construction of the Said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Said Building in which the Said Apartment is situated, including entrances of the Said Building and in case any damage is caused to the Said Building in which the Said Apartment is situated or the Said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (xi) **No storing of hazardous materials:** Not to store or bring and allow to be stored and brought in the Said Apartment or in Parking Space, if any, or in any common areas any goods of hazardous or combustible nature, explosive chemicals or which are so heavy or operate or allow to operate machineries as to affect or endanger the structure of the Said Building or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner.
- (xii) **No Throwing refuse:** Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the Said Building, the Common Areas and Facilities of the Said Building, and/or Said Property except in the space provided, demarcated and indicated for such usage in the Said Building and/or Said Property, as the case may be;
- (xiii) **No injurious activities:** Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the Said Building or cause any increased premium to be payable in respect thereof.

- (xiv) **Commercial Use:** Not to use the Said Apartment or permit the same to be used for any purpose save and except exclusively for shop/commercial purpose and not to use or permit the same to be used for any purpose which may cause or likely to cause nuisance annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Said Building;
- (xv) **No Illegal activities:** To not to use the Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- (xvi) **No nuisance and disturbance:** Not to make or permit any disturbing noises in the Said Apartment by the Allottee himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers.
- (xvii) **Parking of vehicles:** Not to park or allow his/her/its vehicle to be parked in the pathway or open spaces in the Common Parts and Amenities or any part or portion thereof save and except places specifically demarcated for the parking of the vehicles of visitors and/or general public.
- (xviii) **No Pre-emptive rights:** Not to claim any right of pre-emption or otherwise regarding any of the other apartments and/or any other parts or portions of the Said Building and/or Said Property;
- (xix) **No obstruction to Developer:** Not to obstruct the Developer in its acts relating to the Common Areas and Facilities, Common Parts and Amenities and not to obstruct the Developer in constructing on the roof of the Said Building or any other parts of the Said Building and selling and granting rights to any person on any part of the Said Building so constructed or otherwise, excepting the Said Building.
- (xx) **Generally not to do:** Generally not do any such things as will disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings.
- (xxi) **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said Apartment.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Apartment/at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Apartment and Developer shall obtain NOC from the lender for selling the Said Apartment.

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

21.1 Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

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 ALLOTTEES

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

24.2 On or before execution and registration of conveyance deed of the Said Apartment and Appurtenance Thereto, the Allottee will be entitled to nominate, assign and/or transfer

the Allottee's right, title, interest and obligations under this Agreement subject to the

covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) The Allottee shall make payment of all dues of the Developer in terms of this Agreement, upto the date and time of nomination.
- (b) The Allottee shall obtain prior written permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer.
- (c) The Allottee shall be liable to pay 2% (two percent) of the Total Consideration or 2% of the consideration at which the Said Apartment is assigned and / or transferred by the Allottee to the assignee, whichever is higher, as and by way of nomination fees to the Developer, plus applicable service and other taxes, as may be applicable.
- (d) The Allottee shall pay to the Developer a sum of Rs.10,000/- (Rupees Ten Thousand only) as legal fee towards documentation for assignment.

25. WAIVER NOT ALIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach.

26. SEVERABILITY

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Unit(s) 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 completed only upon its execution by the Developer and Owners through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, if so desired by Parties. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

Name of Allottee : _____

Address of the Allottee : _____

Email Id : _____

Name of Developer: _____

Address of the Developer : _____

Email Id : _____

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW AND JURISDICTION

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in

force and the Court at Kolkata shall have sole and exclusive jurisdiction for all matters pertaining to the and / or arising from the Agreement

33. DISPUTE RESOLUTION

33.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement (hereinafter “**Disputes**”), 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.

33.2 When any Disputes is under adjudication before adjudicating officer, except for the matters under Disputes, the Parties shall continue to exercise their remaining respective rights and fulfill their respective obligations under this Agreement;

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not inderogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. To be read with clause no. 2.3 Additional Cost: During the construction of the Said Apartment, if the Allottee desires to have any additional modification or changes in the Specifications or otherwise of the Said Apartment, the Allottee shall communicate the same to the Developer in writing, and the Developer, if so agreed by the Developer in writing to make such modifications or changes at its sole discretion and the decision of the Developer in this regard shall final and binding on the Allottee, shall then estimate the tentative cost (hereinafter referred to as “**Additional Cost**”) to be incurred for such modifications or changes and intimate the amount of the Additional Cost in writing to the Allottee. The Developer shall do all such modifications or changes in the Said Apartment only after receiving the estimated Additional Cost over and above the Total Consideration and the Additional Cost under no circumstances be assumed to be part of the Total Consideration.

35. To be read with clause 7 If early possession is requested by the allottee It shall not be obligatory for the Developer to complete the Common Areas and Facilities and Common Parts and Amenities in all respect before giving the Possession Notice to the Allottee and the Said Apartment shall be deemed to have been completed in all respect if the same is made fit for habitation and so certified by the Architect and whose decision in this regard shall be final and binding on the Allottee.

On or before the Possession Date, the Allottee shall satisfy himself/itself in all respect with regard to the Said Apartment including Specifications and measurement of the Said Apartment and on and from the Possession Date, the Allottee shall be deemed to be completely satisfied with all aspects of the Said Apartment and Appurtenance thereto, including the measurement and Specifications of the Said Apartment.

36. To be read with Claus 7.1 Further Completion Certificate for the Said Building and the Project from Rajpur Sonarpur Municipality after completion of the Project shall be obtained by the Developer within 12 months from the date of completion of the Project as certified by the Architect, subject to Force Majeure Event and timely payment of the Total Consideration by the Allottee.

37. To be read with clause 7.2 subject to payment of all amount dues to the Developer including Total Consideration, Deposit and Extra Charges, Additional Cost, if any other amount due under the agreement or otherwise. In case the Allottee fails to take possession within the time provided in clause 8.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and shall be deemed to have taken the possession from the date of expiry of the 3 months period as written in the Possession Notice, (hereinafter “**Possession Date**”).

38. Circumstances of Force Majeure: The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees which is not caused by Seller (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (hereinafter referred to as “Force Majeure”).

39. VALIDITY

This Agreement shall remain in force till such time the Said Apartment and Appurtenance thereto is completed and possession thereof is delivered to the Purchaser(s) in terms of this Agreement, unless terminated in the manner mentioned in this Agreement.

IN WITNESS HEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.

Executed and Delivered by the Developer at
Kolkata in the presence of:

Executed and Delivered by the Owners at
Kolkata in the presence of:

Executed and Delivered by the Purchaser(s) at
Kolkata in the presence of:

First Schedule

(Said Property)

All that piece and parcel of land admeasuring an area of 14 (Forteen) Cottahs, 12 (Twelve) Chittacks, 1 (One) Square Feet and as per physical measurement 14 Cottahs 12 Chittacks 01 Square Feet equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No. 4245, 4246, 4247, 4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal butted and bounded by

On the **North** : Part of L.R. Plot No. 1623;
On the **South** : Part of L.R. Plot No. 1624;
On the **East** : Part of L.R. Plot No. 1622; and
On the **West** : 15 Meter Wide Road.

Duly delineated and demarcated with the map annexed herewith as Annexure - A attached herewith.

Second Schedule

Part - I

(Said Apartment)

All that piece and parcel of residential space being Apartment No. _____ on _____ side on _____rd Floor of the Said Building comprises of Bedroom, Balcony, One Kitchen, One Living cum dining, Toilets, which is admeasuring Super built up area of _____ (_____ Carpet area) together with the undivided impartible, variable proportionate share or interest in the land underneath the Said Building and the and further together with the undivided, impartible variable proportionate share or interest in the Common Areas and Facilities of the Said Property and further together with right to use the Common Parts and Amenities of the Said Property/ Said Building. The Said Apartment is shown in map annexed herewith as Annexure - B and marked with Red Border.

Part - II

(Car Parking Space)

() _____ Covered/Open Car Parking Space being no. _____, admeasuring about _____ sqft. super built up area on the Ground Floor of the Said building.

Third Schedule

Part-I

Common Areas and Facilities

1. Entrance lobbies and common circulation spaces in the Said Building;
2. Staircases, fire refuge areas and landings on all floors of the Said Building;

3. Lift/ lift shafts of the Said Building & common passage/ corridor and/or lobbies adjoining the lift space on all floors of the Said Building;
4. Lift machine room on the roof of the Said Building;
5. Ultimate roof of the Said Building as earmarked for common purposes and service terraces;
6. Space allocated for common utilities like electrical room, meter room, , letter box and maintenance stores, etc. in the Said Building;
7. Fire-fighting and detection systems of the common areas of the Said Building, fire refuge area, fire stair cases, if any;
8. Internal drainage and sewerage system, plumbing, vertical stacks and shafts of the Said Building;
9. Electric ducts and risers, fitting, fixtures, lights, and switches etc. for the common areas of the Said Building;
10. Electrical duct doors, common terrace frame and shutters, stair and common area railing etc. in the Said Building.
11. Rising main of electricity cables from electrical meter boards in the Said Building;
12. Overhead water tank on the roof of the Said Building, water pipes and other common plumbing installation in the Said Building;
13. Voice/ data cables riser, TV and distribution network inside the common area of the Said Building;
14. Common pathways (walkways and driveways) access road, approach road, passage within the Said Building.

It is being clarified that the save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and / or areas and / or facilities and / or the open or covered areas meant for vehicle parking or otherwise shall and do not form part of the Common Areas and Facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as may be decided by the Developer at its sole discretion in this regard.

PART - II

Common Parts and Amenities

1. Driveways, pathways, lawns, access road, approach road, passage within the Said Building
2. Streetlights, and fittings fixtures and electrical installations in the common areas of the Said Building
3. Water pumping stations and pump houses in the Said Building.
4. Water treatment plant;
5. Water distribution network, control panels and security systems etc. within the Said Building;
6. 24 X 7 Security
7. Multi Purpose Roof;
8. CCTV Camera in Common Area including Ground Floor;
9. Underground sewage, drainage, electrical, water etc. line and/or tranches underneath the Said Building;
10. Caretaker Room;
11. Party Zone/Adda Zone/Seating area Sky lawn on Terrace.
12. AC Community Hall on ground floor;
13. Fire Fighting equipment;
14. Boundary wall of the Project;
15. Entrance gates to the Said Building;

16. Diesel Generator (DG Set);

It is being clarified that the save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and / or areas and / or facilities and / or the open or covered areas meant for vehicle parking or otherwise in the Said Property shall and do not form part of the Common Areas and Facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as may be decided by the Developer at its sole discretion in this regard.

Fourth Schedule

Common Charges and Expenses

1. Costs and expenses relating to the maintenance, management, upkeep, repair, redecoration, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Common Areas and Facilities of the Said Property and Common Parts and Amenities of the Project;
2. Cost and expenses of cleaning and lighting the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project;
3. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments and utilities used for the common use of the residents of the Said Building/Project;
4. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Said Building/Project;
5. Providing and arranging for removal waste, rubbish etc;
6. Operating, maintaining, repairing, replacing if necessary, the lighting apparatus from time to time of the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project and providing additional lighting apparatus thereat;
7. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project;
8. Expenses for maintaining the boundaries of the Project;
7. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Schedule and / or maintenance, management, upkeep of the Common Areas and Facilities of the Said Building and / or within the Said Property and / or Common Parts and Amenities of the Project.

Fifth Schedule

(Specifications)

The basic Specifications of the Said Apartment and other structure in the Said Building will be as follows:

1	Elevation	Meticulously designed modern elevation with quality craftsmanship
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2	Foundation	DMC Pile boring with Cap and RCC Foundation
3	Super Structure	Earthquake resistant RCC frame structure
4	External Walls	High Quality External Paint with modern and elegant outer finish.
5	Internal Walls	Brick wall with POP Finish
6	Treatment	Anti-termite and waterproofing treatment applied during various stages of construction
7	Elevator	Fully Automatic elevator of LT or Kone or equivalent make
8	Windows	Powder Coated Aluminum Sliding Windows
9	Common Area Finishes	Staircase including landings and corridors finished with Kota or Vitrified tiles or Marble. Lift lobbies or other lobby areas with vitrified tiles
10	Electrical	Concealed copper wiring with good quality modular switches of good repute with MCB Distribution. Provision of Ac point in master bedroom. 2 lights point one fan and one 5 A points in all bedroom. Geyser and exhaust point in all toilets.
11	Rooms	Master Bedroom: Vitrified tiles of reputed make Other Bedrooms: Vitrified tiles of reputed make Kitchen/Bathrooms: Anti skid tiles of reputed make
12	Kitchen	Tile upto 2 feet above counter. Granite Counter top with stainless steel sink. Matte – finish anti skid ceramic tiles on floor. CP fittings of hindware or equivalent make. Dual source of water supply. Point for Water Purifier and provision for exhaust fan
13	Toilet	Good quality ceramic tiles of height upto 7 Feet on walls. Concealed pipe line for separate hot/cold shower. Good quality sanitary fitting (white) of reputed brand like hindware, Essco or equivalent make. Matte- finish anti skid ceramic tiles on the floor. CP fitting of Hindware/Essco or equivalent brand, Geyser point in all toilets.
14	Balcony	Vitrified tiles on floor. Pop with primer on walls
15	Door	Main Door: wooden frame and flush door with lock of Godrej or equivalent. Internal Door: Wooden frame, flush door. Night latches and magic eyes for entrance door. Bathroom latches on toilet doors.

Sixth Schedule

(Payment Schedule For Installment payment)

Payment Plan

SI No.	Particulars	Due Date	%	Amount (in Rs.)
1	On Booking	On booking	10%	
2	1 st Installment	On Completion of piling	10%	
3	2 nd Installment	On Ground Floor Roof Casting	6%	
4	3 rd Installment	On First Floor Roof Casting	6%	
5	4 th Installment	On Second Floor Roof Casting	6%	
6	5 th Installment	On Third Floor Roof Casting	6%	
7	6 th Installment	On Fourth Floor Roof Casting	6%	
8	7 th Installment	On Fifth Floor Roof Casting	6%	
9	8 th Installment	On Sixth Floor Roof Casting	6%	
10	9 th Installment	On Seventh Floor Roof Casting	6%	
11	10 th Installment	On brickwork of respective floor	6%	
12	11 th Installment	On plaster work of respective floor	6%	
13	12 th Installment	Flooring work of respective floor	10%	
14	13 th Installment	On handing over of Possession	10%	
		Total	100%	

MEMO OF RECEIPT

Received Rupees _____/- (_____ **Rupees only**) towards Total Advance for the sale of the Said Apartment as per the terms of this Agreement as follows:

(i)	Received by Cheque No _____ dated _____ drawn on _____ Branch Kolkata	Rs. _____
(ii)	Received by Cheque No _____ dated _____ drawn on _____ Branch Kolkata	Rs. _____
(iii)	Received by Cheque No _____ dated _____ drawn on _____ Branch Kolkata	Rs. _____

Developer

Annexure – A
“Said Property”

Annexure – B

Said Ap