

AGREEMENT FOR SALE

This agreement for sale is executed on this the -----day of ----- 20---
(Two Thousand Twenty -----)

AMONGST

SMT. MADHURI SINHA, (PAN- BFWPS8065R), (Aadhaar No. 6570-3086-3241), wife of Soumitra Sinha, daughter of Amita Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at 25, Chakraberia Lane, Post Office and Police Station- Ballygunge, Kolkata- 700020, District South 24-Parganas, hereinafter called and referred to as the **OWNER/VENDOR** (which terms and expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **ONE PART**; represented by her lawful constituted Attorney namely- BUILDS REALITY CONS (PAN- AAVFB7400J), a Partnership Firm, having its Office at 41, Lake Place, Kolkata- 700029, now known as 41, Jyotish Chandra Guha Sarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, represented by its Partners namely (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality- Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885-5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality- Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN- ACYPR2763H), (Aadhaar No. 9273-3755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3, Fathepur 2nd

Lane, Post Office and Police Station- Garden Reach, Kolkata- 700024, by virtue of a registered Development Power of Attorney, dated 4th November, 2020 registered in the Office of District Sub-Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020.

AND

BUILDS REALITY CONS, a Partnership Firm, having its Principal place of business at 41, Lake Place, Kolkata- 700029, now known as 41, Jyotish Chandra Guha Sarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, having its PAN - AAVFB7400J, represented by its Partners namely- (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality- Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885-5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality- Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN- ACYPR2763H), (Aadhaar No. 9273-3755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3, Fathepur 2nd Lane, Post Office and Police Station- Garden Reach, Kolkata- 700024, hereinafter called and referred to as the **BUILDER DEVELOPER/ CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor-in-office, executors, administrators, legal representatives, nominees and/or assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____,(PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) and party hereto of the THIRD PART.

[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) and party hereto of the THIRD PART.

[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)
and party hereto of the THIRD PART.

[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) and party hereto of the THIRD PART.

WHEREAS the Owner/Vendor, Smt. Madhuri Sinha is the absolute and
lawful owner and occupier of ALL THAT piece and parcel of land measuring
an area of 6 (six) Cottahs be the same a little more or less, together with
an old dilapidated structure standing thereon measuring about 2640
Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and

1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said property', free from all encumbrances;

AND WHEREAS the said Smt. Madhuri Sinha, the Owner/Vendor herein had been in peacefully possession and enjoyment of the said property by paying all taxes and outgoings and enjoying the said property, free from all encumbrances;

AND HHEREAS the said land/property is earmarked for the purpose of building a residential project comprising of multi-storeyed apartment buildings and the said project shall be known as “THE 25”

AND WHEREAS the Owner/Vendor herein with an intention to develop her entire property being ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks 0.082 (point zero eight two) Square Feet be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written, had entered into a Development Agreement, dated 14.10.2020 with the Developer herein and the said

Development Agreement was registered in the office of the District Sub-Registrar-II, at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1602-2020, Pages from 219389 to 219454, Being No. 160205728 for the year 2020 and for smooth running of the development work the Owner/Vendor herein have also executed and registered a Development Power of Attorney, dated 04.11.2020 registered in the Office of District Sub- Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020 in favour of the "Developer" with the right to construct a multi-storeyed building as per the sanctioned building plan and subsequently its modification, to be constructed on consent of both the parties, revision, as to be sanctioned by the Kolkata Municipal Corporation in or upon the said Premises as aforesaid, the particular of such property more fully described in Schedule-'A' hereunder written with such terms and conditions as clearly written therein;

AND WHEREAS by virtue of the aforesaid Development Agreement and Development Power of Attorney, executed by the Owner/Vendor as the absolute Owner of the said premises mentioned in the Schedule 'A' herein below in favour of the Developer herein a Scheme for the development of the said premises was devised whereby the Developer is empowered to have the plans sanctioned and/or modified on the said entire property/premises is more fully and particularly described in the Schedule-'A' hereunder written and to construct a new building having separate Units or saleable areas and to sell the same save and except the Owner's Allocation to Unit holders being nominees of the Developer and the Deed of Conveyance will be executed and registered proportionately in favour of the Flat/Apartment/Apartment/Unit/Car Parking/spaces' Holders after receipt of the entire consideration agreed between the Developer and the Purchasers;

AND WHEREAS furthermore, under the said Development Agreement and Development Power of Attorney, the Owner/Vendor have also granted power to develop the said property, in favour of BUILDS REALTY CONS, it

is inter-alia agreed, to have the sanctioned and/or modified on the Schedule 'A' property, carry out the development of the said premises and enter into agreement for sale with the prospective Flat/Apartment/Apartment/Car parking/Unit Purchasers' in respect of the Developer's Allocation for and on behalf of the Owner/Vendor herein;

AND WHEREAS the Developer herein subsequently executed and registered a Deed of Boundary Declaration, dated 14.01.2021 duly registered in the Office of District Sub-Registrar-II Alipore, South 24-Parganas and recorded in Book No. 1, Volume No. 1602-2021, Pages from 18171 to 18187, Being No. 160200352 for the year 2021 and as per the said area of land available prepared a building plan and got it sanctioned from the Kolkata Municipal Corporation vide Sanction Building Plan No. 2022080038 dated 20/06/22 and started the construction of the aforesaid building in accordance with the said Building Sanction Plan, obtained from the office of the Kolkata Municipal Corporation in or upon the said premises, particularly mentioned in the Schedule-'A' hereunder written.

AND WHEREAS The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 20.06.2022 bearing no. 2022080038.

AND WHEREAS The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ on _____ under registration

AND WHEREAS the Allottee had applied for an apartment in the Project vide application no. _____ dated_____ and has been allotted ALL THAT piece and parcel one self contained Flat/Apartment/Apartment being Flat/Apartment/Apartment No. --- on the ----- Side of ----- Floor, admeasuring an area ----- (-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of -----(-----) Bed Rooms, --- (- -----) Living-cum-Dining, ----- (-----) Bath-cum-Privy/Toilets, -----(-----) Kitchen and ----- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata-700020, in the District of South 24-Parganas, together with Lift facility in the said building, at the premises described under the SCHEDULE 'A' hereinabove written along with undivided proportionate share of land of the said Premises together with the right to use the common parts and portions of the said building, together with all right, title, interest and right of easement attached thereto and the said Flat/Apartment/Apartment and Car Parking space is more fully described under the SCHEDULE-'B' hereunder written, hereinafter called and referred to as the 'said Flat/Apartment/Apartment/ Unit, forming out of the SCHEDULE 'A' property, out of the Developer's Allocation.

AND WHEREAS in terms of the said Development Agreement, the Developer out of the Developer's Allocation have agreed to sell to the Purchasers herein ALL THAT piece and parcel one self contained Flat/Apartment/Apartment being Flat/Apartment/Apartment No. --- on the ----- Side of ----- Floor, admeasuring an area ----- (-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area

equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of -----(-----) Bed Rooms, --- (- ----) Living-cum-Dining, ----- (- ----) Bath-cum-Privy/Toilets, -----(-----) Kitchen and ----- (- ----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata-700020, in the District of South 24-Parganas, together with Lift facility in the said building, at the premises described under the SCHEDULE 'A' hereinabove written along with undivided proportionate share of land of the said Premises together with the right to use the common parts and portions of the said building, together with all right, title, interest and right of easement attached thereto and the said Flat/Apartment/Apartment and Car Parking space is more fully described under the SCHEDULE-'B' hereunder written, hereinafter called and referred to as the 'said Flat/Apartment/Apartment/ Unit, forming out of the SCHEDULE 'A' property, out of the Developer's Allocation, in lieu of the total consideration a sum of Rs. -----/- (Rupees -----) only plus GST as applicable, out of which the Purchasers herein have paid a sum of Rs. -----/- (Rupees -----) only at the time of execution of this presence and the balance of consideration money would be paid as per specification of the Schedule 'C' hereunder written, on the terms and

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations.

AND WHEREAS 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,

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

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Apartment/Apartment as specified in SCHEDULE-'B'.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

A. DEFINITIONS

In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:-

- i) "**The VENDOR**" shall mean the Vendor above named and her respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- ii) "**The DEVELOPER**" shall mean the Developer above named and its Partners for the time being and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- iii) "**The PURCHASER/S**" shall mean the Purchasers above named and their heirs, successors, executors, administrators, legal representatives, nominees and assigns.

iv) "**PREMISES**" shall mean premises lying and situated at and being portion of Municipal Premises No. 25, Chakraberia Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata 700020, in the District of South 24-Parganas.

v) "**The LAND**" shall mean ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks 0.082 (point zero eight two) Square Feet be the same a little more or less, lying and situated at and being portion of Municipal Premises No. 25, Chakraberia Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata-700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- BallygungeKolkata 700020, in the District of South 24-Parganas, as more fully and particularly described in the SCHEDULE-'A' hereunder written on which the new proposed building shall be constructed according to the new building plan as sanctioned by the Kolkata Municipal Corporation.

vi) "**BUILDING**" shall mean building consisting of a G+IV (Ground plus Four) storied building and subsequently by its modification, revision, as per Building Sanction Plan obtained from the Office of the Kolkata Municipal Corporation in or upon the said Premises to be constructed by the Developer.

(vii) "**CO-OWNERS**" according to the context shall mean all the Purchasers/ Owners who from time to time purchase or agreed to purchase and take possession of any Flat/Apartment/Apartments/Units/Car Parking spaces/Unit including the Vendors for those Units not alienated or granted to be alienated by the Vendors.

viii) "**COMMON AREAS AND INSTALLATIONS**" shall mean and include the areas installations and facilities comprised in the Premises as mentioned

and specified in the SCHEDULE-'D' hereunder written and expressed or intended by the Vendors for common use and enjoyment of the Co-Owners and wherever the context so permits or intends shall also include the ultimate roof for the time being of the building. But shall not include the open or covered Car Parking spaces and other open and covered spaces in the Ground floor at or within the premises which shall remain the exclusive property of the Developer and the Developer may use or permit to be used for parking of motors cars and the Developer shall have the absolute right to deal with, to sell, transfer, let-out or dispose off the said open/ covered Car Parking spaces, covered spaces in the Ground floor according to their own choice, to which the Purchasers hereby contents and it being expressly agreed in this agreement.

(viii) **“COMMON EXPENSES”** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and in particular the common areas and installations and rendition of common services in common to the Co-Owners and all other expenses for the common purposes including those mentioned in the SCHEDULE-'E' hereunder written to contributed borne paid and shared by the co-Owners.

(ix) **“COMMON PURPOSES”** shall mean and include the purposes of managing maintaining up keeping and administering the premises and in particular the common areas and installations rendition of services in common to the Co Owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the common areas and installations in common.

(x) **“UNITS”** shall mean the independent and self-contained Units used for residential and commercial purpose/Open Car Parking spaces/Covered Car Parking spaces and other constructed covered spaces in the building at the said premises capable of being exclusively held or occupied by a person or persons saleable by the Owners/ Vendors and/or Developer according to their respective allocation.

(xi) **"UNIT OWNERS"** shall mean any person who purchase and acquires, holds and/or owns any Unit in the newly constructed building and shall include the Owners and the Developer, for the Units held by him/her/them, from time to time.

(xii) **"CAR PARKING SPACE"** shall mean spaces or the portion of the Ground floor of the building used for car parking area and also spaces in the open compound at the ground level of the premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars not exceeding the medium seized motorcar.

(xiii) **"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE"** according to the context shall mean the proportion in which the super built area of any Unit may bear to the super built up area of all Units in the building provided that where it refers to the share of the Purchasers or any Co Owners in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective Units by the purchaser and other co -owners respectively).

(xiv) **"SAID UNIT"** shall mean the Unit is to be conveyed by this presence, which is more fully and particularly mentioned and described in the SCHEDULE-'B' hereunder written TOGETHER WITH the Purchaser's proportionate undivided share in the common areas and installations and wherever the context so permits, if so specifically as expressly mentioned and described in the within stated SCHEDULE-'B' and wherever the context so intends or permits shall also include the said share in the said premises.

(xv) **"SAID SHARE IN THE SAID PREMISES"** shall mean proportionate undivided indivisible impartable variable share in the land comprised in the said premises attributable to the said Unit.

(xvi) **"SPECIFICATIONS"** shall mean the specifications for completely the new building as stated in the SCHEDULE-'F' hereunder written.

(xvii) **“OWNERS' ASSOCIATION”** shall mean any Association, Syndicate, Committee or Registered Society or Company which may be formed by the Unit Purchaser/s who are the Co-Owners in association with the Developer for the common purposes by the Owners/ Vendors having such rules regulations and restrictions as be deemed proper and necessary by the Owners/Vendors but not inconsistent with the provisions and covenants herein contained.

(xviii) **“MAINTENANCE IN CHARGE”** shall be exclusively done by the Developer in connection with the Association and having such rules regulations and restrictions as be deemed proper in terms of the Clauses hereinafter.

(xix) **“BUILDING PERMIT & BUILDING PLAN”** shall mean the plan for construction of the building as to be sanctioned by the Kolkata Municipal Corporation and shall include modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and the Kolkata Municipal Corporation.

(xx) WORDS importing SINGULAR NUMBER shall include THE PLURAL NUMBER and vice versa.

(xxi) WORDS importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER, similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER, likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

B. TERMS:

1. CONSIDERATION

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat/Apartment as specified in Schedule “B”.

The Total Price for the Flat/Apartment based on the carpet area is Rs.
_____ (Rupees_____ only ("Total Price")
Flat/Apartment no._____Type _____Floor _____

cost of Flat/Apartment-----

proportionate cost of common areas-----

preferential location charges-----

taxes: GST@18%

Garage/Closed parking - Price for 1-----

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Flat/Apartment

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of GST 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 Developer) up to the date of handing over the possession of the Flat/Apartment: 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, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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 Flat/Apartment includes: 1) pro rata share in the Common Areas; and 2)_____ garage(s)/closed parking(s) 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

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 Flat/Apartment or building, as the case may be, 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 minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price

payable for the carpet area shall be 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 1.2 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the FLAT/APARTMENT as mentioned below:

(i) The Allottee shall have exclusive ownership of the Flat/Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Flat/Apartment includes recovery of price of land, construction of [not only the Flat/Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting 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 Flat/Apartment along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely_____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Flat/Apartment Ownership Act, 1972.

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

The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the Flat/Apartment at the time of application the

receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat/Apartment as prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer 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 Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Flat/Apartment applied for herein in any way and the Developer 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 his 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 Flat/Apartment to the Allottee and the common areas to the association of the allottees 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 Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ FLAT/APARTMENT

The Allottee has seen the specifications of the Flat/Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/APARTMENT/PLOT

Schedule for possession of the said Flat/Apartment: The Developer agrees and understands that timely delivery of possession of the Flat/Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat/Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat/Apartment, provided that such Force Majeure

conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by 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.

Procedure for taking possession

The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Flat/Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat/Apartment to the Allottee. The Developer 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 may be. The Developer on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of allottee to take possession of the apartment

Failure of Allottee to take Possession of Flat/Apartment: Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Flat/Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat/Apartment to the allottee. In case the Allottee fails to take

possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee

After obtaining the occupancy certificate* and handing over physical possession of the Flat/Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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.

Compensation

The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Flat/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 him in respect of the Flat/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 Developer 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 Flat/Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

(i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat/Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/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 Land, Building and Flat/Apartment and common areas;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat/Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property)

has been received by or served upon the Developer in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, 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 Flat/Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat/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.

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 milestones 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

Flat/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 Flat/Apartment.

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 _____ consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid 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 months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat/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 thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT/APARTMENT

The Developer, on receipt of complete amount of the Price of the Flat/Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*.

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 / FLAT/APARTMENT / PROJECT

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. The cost of such maintenance has been included in the Total Price of the Flat/Apartment. [Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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 date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, 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 in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Flat/Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency 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 FLAT/APARTMENT FOR REPAIRS

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas, if any, as located within the project "THE 25", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 FLAT/APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/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 Building, or the Flat/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 Flat/Apartment and keep the Flat/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat/Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall

of the Flat/Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Flat/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 Flat/Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat/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 [Flat/Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat/Apartment/Plot/Building].

20. FLAT/APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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 Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) 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 Flat/Apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION 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 Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer 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 _____ after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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 at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Developer name

_____ (Developer Address)

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

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the 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

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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name -

Address _____

2. Signature _____ Name-

Address _____

THE SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Entire property)

ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks be the same a little more or less, together with a G+IV (Ground plus Four) storied building standing thereon, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, together with all easement rights over, through and along with 26.7' feet wide Road adjacent to the said Plot of Land, including all rights, title, interest, shares and possession in respect of the said Plot of Land and the said property is butted and bounded in the manner as follows:-

On the NORTH: By 16'-5" feet wide K.M.C. Road;

On the SOUTH: By Khirod Bhawan, Premises No. 24, Chakraberia Lane;

On the EAST: By 26'-7" feet wide Chakraberia Lane;

On the WEST: By Premises No. 26, Chakraberia Lane.

THE SCHEDULE-'B' ABOVE REFERRED TO

(Description of the said Flat/Apartment/Apartment & Car Parking space to be conveyed)

ALL THAT piece and parcel oneself contained Flat/Apartment/Apartment being Flat/Apartment/Apartment No. ----- on the ----- Side of ----- Floor, admeasuring an area ----- (-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of ----- (-----) Bed Rooms, --- (-----) Living-cum-Dining, ---- (-----) Bath-cum-Privy/Toilets, ---- (-----) Kitchen and ----- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, together with Lift facility in the said SCHEDULE 'A' building, at the premises described under the hereinabove written along with undivided proportionate share of land of the said Premises and the said Unit along with the right to use the common parts and portions of the said building, together with all right, title, interest and right of easement attached thereto, forming out of the Schedule 'A' property and the said Flat/Apartment/Apartment is more fully and particularly shown and delineated in colour RED in the Map/Plan annexed herewith and the said Map/Plan is treated as a part and parcel of this agreement.

THE SCHEDULE 'C' ABOVE REFERRED TO

PART-I

(Total Consideration)

Towards total consideration cost of undivided proportionate share of land attributable to the said Flat/Apartment/Apartment No. -----& Car Parking space payable to the Developer and towards cost of construction of the covered space comprised in the said Flat/Apartment/Apartment/Apartment No. ----- & Car Parking space and proportionate cost of construction and installation of the common areas and facilities

Rs. -----

TOTAL Rs. -----

(Rupees -----Only)

PART-II

(SCHEDULE OF PAYMENT OUT OF THE TOTAL CONSIDERATION TO BE MADE BY PURCHASER)

- A) On or before the execution of this presence the Purchasers will pay to the Developer a sum of Rs. -----
- b) After completion of piling work the Purchasers will pay to the Developer a sum of Rs. -----
- c) After completion of foundation work the Purchasers will pay to the Developer a sum of Rs. -----
- d) After completion of casting of 1st slab the Purchasers will pay to the Developer a sum of Rs. -----

e) After completion of casting of 2nd slab the Purchasers will pay to the Developer a sum of Rs. -----

f) After completion of casting of 3rd slab the Purchasers will pay to the Developer a sum of Rs. -----

g) After completion of casting of 4th slab the Purchasers will pay to the Developer a sum of Rs. -----

h) After completion of casting of 5th slab the Purchasers will pay to the Developer a sum of Rs. -----

i) After completion of brick work and plaster the Purchasers will pay to the Developer a sum of Rs. -----

j) After completion of flooring the Purchasers will pay to the Developer a sum of Rs. -----

k) At the time of execution and registration of Deed of Conveyance in favour of the Purchaser with

delivery of physical possession of the said Unit the Purchaser will pay to the Developer a sum of Rs. -----

TOTAL Rs. -----

(Rupees ----- Only)

THE SCHEDULE-D' ABOVE REFERRED TO

(THE COMMON AREAS)

SECTION A: (Those which are included in the construction price)

AREA:

PART-I

- a) That the Purchasers herein shall have exclusive right to park one Car in the Ground Floor of the said premises.
- b) Open and/or covered paths and passages on the Ground Floor; Lobbies and stair cases; main gate, side entrance;
- c) Common installations on the roof;
- d) The ultimate Roof of the new Building except the Developers room and toilet.

AREA NOT COVERED UNDER PART-I

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer.

PART-II

1. WATER AND PLUMBING:

Water reservoirs, water tanks, water pipes (save those inside any Unit).

2. ELECTRICAL INSTALLATION:

- a) Wiring and accessories for lighting of common areas.
- b) Pump and motor.
- c) Lift, Lift machine,

3. DRAINS: Drains, sewers, pipes and septic tank.

4. OTHERS : Other common areas and installations and/or equipment as are provided in the new Building for common use and/or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer.

SECTION-B

(Those for which proportionate costs are to be paid by the Purchasers).

1. Electrical installations relating to meter including service lines for receiving electricity from suppliers.
2. Electrical meter for individual unit.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION A herein above.

THE SCHEDULE-'E' ABOVE REFERRED TO

(Common expenses to be borne proportionate by the Unit occupiers)

1. **MAINTENANCE:** All costs for maintaining, operating, replacing repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new Building.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipment and installations comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other employment and benefits,
4. **OWNERS' ASSOCIATION:** Establishment and at other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
5. **INSURANCE:** All expenses for insuring the new Building and/or the common areas, inter alias, against earthquake, fire, mob violence, damages, civil commotion etc.
6. **FIRE FIGHTING :** Costs of installing and operating the fire- fighting equipment's and personnel, if any.
7. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Owners in common.
8. **ELECTRICITY:** All charges for the electrical energy consumed for the operation of the common machinery and equipment.

9. LITIGATION: All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.

10. RATES AND TAXES: Municipal tax, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser.

11. RESERVES: Creation of fund for replacement renovation and other periodic expenses.

THE SCHEDULE-'F' ABOVE REFERRED TO
SPECIFICATION OF WORK
(MANNER OF COMPLETION OF THE NEW BUILDING)

1. Foundation Structure-

Fully R.C.C. Structure with Pile Foundation;

2. Wall (Finish) -

Internal wall will be finished with Putty and external wall with cement paint and textured paint;

3. Windows-

Upvc Sliding Windows;

4. Doors-

Main door will be of TATA Prवेश; Others- Hot pressed Flush (Painted)

5, Flooring and Skirting-

Bed rooms, living rooms will be fitted with branded tiles finish; Kitchen rooms will be finished with Vitrified tiles; Toilets/bath-privy will be finish with antiskid vitrified tiles; Stairs and lobby- Granite and marble combination;

6. Kitchen-

Cooking platform-granite with stainless steel sink; Colored ceramic tiles with 3' feet above platform;

7. Bath-Privy/Toilets-

CPVC concealed pipelines with hot & cold lines; Wall hang commode, basin with jaguar fittings;

8. Garage area -

Finished with brick soling with Kota Stone/decorated tiles finish.

9. M.S. grill and staircase made out of M.S. square bar,
Flat/Apartment/Apartments

or as per design.

10. Roof finished with water proofing chemicals with decorated type
tile finished.

11. External paint weather coat.

12. All water supply line make CPVC pipe.

13. All soil, water and rain water PVC with PVC fittings.

14. Each bedroom shall have substantial points with light points, fan
points. One 15 amp power plus each bed room for Air conditioning

15. Kitchen -Kitchen with One light plus point and power point for
running microwave etc. one exhaust fan point.

16. Drawing/dinning - has 2 fans, 4 light point, one light plug point,

17. Toilet - 15 amp power plug for geyser, one light point, one fan point
and light plug for shaving.

18. Staircase - One point each landing with 2-way switch control.

19. amp power plug for refrigerator.

20. Garage area - one light point in each bay.

21. Gate light points.

22. Front Gate - front side has M.S. grill gate for security purpose.

23. 24 (twenty four) hours water supply pump with automatic switch.

U.G. tank & O.H. tank same size. Septic tank as per ISI design to be

provided.

24. Branded Lift with ARD fitted Capacity of 4 passengers.

25. Attractive entrance lobby with landscaped ground floor.

26. Modern Architectural Elevation.

27. Full height car parking.