

Niloy Prokash Gangoli
Gautam De

NILOY PROKASH GANGOLI
& GAUTAM DEY
As a Constitue Attorney of
ANIRBAN BHAUMIK

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, at and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

29. NOTICES:

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

NAME OF THE ALLOTTEES:

(1) (PAN:), son of, by faith Hindu, by occupation, by Nationality - Indian, and (2) (PAN:), wife of, by faith Hindu, by occupation, by Nationality - Indian, both residing at

NAME OF THE DEVELOPER:

.....

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

30. JOINT ALLOTES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

NS CONSTRUCTION

Niloy Prokash Gangoli

Partner

NS CONSTRUCTION

Gautam De

Partner

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 obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

34. DISCLOSURE: There are no other terms and conditions as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder.

THE SCHEDULE ABOVE REFERRED TO**SCHEDULE - 'A'**

ALL THAT piece and parcel of Bastu land measuring net land area of 3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft. **more or less** whereon a Ground Plus Four storied building with Lift facility shall be erected as per sanctioned building Permit No..... dated sanctioned by the KMC situated in **Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12, Scheme Plot No. 3** comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169, corresponding to L.R. Dag No.365, under L.R. Khatian No.787**, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, **K.M.C. Premises No.295, Kalikapur, P.S. Purba Jadavpur, Kolkata – 700 099** and the entire property is bounded in the manner following :-

ON THE NORTH: Land of others/Scheme Plot No. 12 ;
ON THE SOUTH: 30'-0" wide Road;
ON THE EAST : Land of others/Scheme Plot No. 4;
ON THE WEST: Land of others/Scheme Plot No. 2 .

SCHEDULE 'B' ABOVE REFERRED TO
(DESCRIPTION OF THE SOLD FLAT)

ALL THAT Flat No..... situated on the floor side of the Ground Plus Four storied building measuring Carpet area of(.....) Sq.ft. **more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. **totalling super built up area of said flat** **more or less** togetherwith one Car parking Space No..... on Ground Floor of the building and also right to use the proportionate undivided share of land and right to use all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the said flat are duly erected as per aforesaid sanctioned Building Permit No..... dated sanctioned by The Kolkata Municipal and the said flat togetherwith one Car parking Space No..... on Ground Floor of the building is situated within the **K.M.C. Premises No.295, Kalikapur, P.S. Purba Jadavpur, Kolkata – 700 099** as fully described in the **SCHEDULE "A"** above.

Niraj Prakash Gangoli
Gautam Deu
NILOY PROKASH GANGOLI
& GAUTAM DEY
 As a Constitute Attorney of
ANIRBAN BHAUMIK

NS CONSTRUCTION
Niraj Prakash Gangoli
Partner

NS CONSTRUCTION
Gautam Deu
Partner

SCHEDULE 'C'**PAYMENT PLAN PART-I**

TOTAL AGREED CONSIDERATION Rs./- (Rupees) only and Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment. Goods & Service Tax Registration Number

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

TOTAL CONSIDERATION Rs./- (Rupees) only rates in addition to the consideration amount as per following manner:

Schedule of payment

<u>Time</u>	-	<u>Percentage</u>	<u>Amount (in Rs.)</u>	<u>GST (in Rs.)</u>
Booking money	:			
On Agreement	:			
On completion of foundation	:			
On completion of 1st floor casting	:			
On completion of 2nd floor casting	:			
On completion of 3rd floor casting	:			
On completion of 4th floor casting	:			
On completion of roof casting	:			
On completion of Bricks work and plastering	:			
On finishing/ possession/ Registration	:			
		Total		
NB: Additional charges for:	Our accounts details:			

Signature of Niloy Prokash Gangoli
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constitute Attorney of
 ANIRBAN BHAUMIK

NS CONSTRUCTION
Signature of Niloy Prokash Gangoli
 Partner

NS CONSTRUCTION
Signature of Gautam Dey
 Partner

1) Common electric Meter:		A/c no.:	
2) CCTV (if provide)		Bank:	
3) Deposit Maintenance Charge:		Branch:	
4) Advocate fees:		IFSC	
Total Additional charges:			

PART - II

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest will be applicable as per Rules 17 Chapter V of West Bengal RERA Rule, 2021 shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest (as per Rule 17 of WB-RERA Rule 2021) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART - III

The "Promoter" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than and a grace period of further 6 months subject to force majeure and/or reasons beyond the control of the "Promoter" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART - IV

Section A: Additional Payments payable wholly by the Allottee

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest, Commissioning charges or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges shall be paid prior to

NS CONSTRUCTION

Nilesh Prokash Gangoli
Partner

NS CONSTRUCTION

Chintan Dey
Partner

Nilay Prokash Gangoli

Niloy Prokash Gangoli
Gautam Deu
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constitute Attorney of
 ANIRBAN BHAUMIK

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest, Commissioning charges or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges shall be paid prior to Registration/signing of Agreement for Sale and Legal charges for Registration of Deed of Conveyance shall also be paid prior to registration of Deed. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **OWNER/DEVELOPER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

(c) Charges levied by the "Promoter" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :

(a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

(b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.

(c) Installation of security system for the common portions are all inclusive of the chargeable area.

(d) Legal fee payable to Promoter is not inclusive in the agreed Flat consideration.

(e) Club and amenities / facilities.

PART - V

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the "Promoter". Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

NS CONSTRUCTION

Niloy Prokash Gangoli

Partner

NS CONSTRUCTION

Gautam Deu

Partner

Niloy Prokash Gangoli
Gautam Deo
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 ANIRBAN BHAUMIK

PART – VI
“DEPOSITS”

- (a) Corpus Maintenance Deposit Rs./- per sqft plus GST.(Sinking fund)
- (b) Formation of the Association for the common purposes Rs./- plus GST
- (c) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [a] [b] and [c] shall be quantified by the “Promoter” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)

- A. General:** The building shall be RCC framed structure as per design of the architect/Engineer.
- B. Brick wall:** All exterior brick work shall be 8” thick with bricks of approved quality. Flat partition 5” thick & all inside partition wall 3” thick wall with 1st class brick.
- C. Floor, skirting & DADO:**
- 1) All rooms and verandas are laid with tiles of 2’ x 2’ and to skirting of 4” height.
 - 2) Dining and drawing with Tiles slab with 4” skirting without any design.
 - 3) All stair case landing will be made of stone/marble.
 - 4) Kitchen will have marble slab in floor and dado finish with glazed tiles upto 3’0” from Green marble cooking top.
 - 5) In toilets & WC marble slab in floor and dado finish with glazed tiles 8” x 12” upto 6’0” height.
- D. Plastering:** The outside of the building will have plaster 3/4” thick average whereas the inside and ceiling plaster will be 1/4” thick (average).
- E. Door:**
- 1) All door would be 32 mm. Thick, Flush type, made of chemically treated hard wood with teak finish with wooden door frame of Malaysian Sal wood.
 - 2) One 8” long tower bolt from inside.
 - 3) One telescopic peep-whole at main door.
 - 4) Electric bell point only
 - 5) One mortice lock at main door.
- Other Doors**
- 1) Flash type doors will be provided at kitchen and toilet.
 - 2) One aluminium tower bolt 6” long from outside.

Window: All aluminium sliding windows as per design by architect will be provided. All windows will be covered by painted M. S. ornamental grill.
 All windows shutters will be fully glazed and made of 3 mm thick glass panes.

Niloy Prokash Gangoli
 NS CONSTRUCTION

Partner

NS CONSTRUCTION

Gautam Deo
 Partner

*Niloy Prokash Gangoli
Gautam Deu*
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 ANIRBAN BHAUMIK

The windows of toilets shall have translucent glass.

F. Painting: The building shall be painted externally with cement based paints (snowcem). The inside of the flat shall be of plaster of Paris. Colour wash will be done on stair case wall.

G. Toilet & kitchen:

- 1) One shower in toilet.
- 2) Two tap in toilet, all sanitary fittings will be made by Jaguar.
- 3) One western type WC with necessary flushing arrangement.
- 4) One ablution tap.
- 5) One tap with stainless still sink in kitchen.
- 6) One wash basin in dining.

H. Staircase: Staircase room will be provided with glass for light and ventilation as per design.

Space for electricity meters and pumps.

I. Electrical installation:

- 1) One suitable electrical connection and meter (common) from CESC Ltd. For the entire building. Separate meter for individual flat at purchaser's cost and persuasion.
- 2) Two light points, one fan point and one 5 amp. Plug point in drawing and dining.
- 3) One fan point, two light points and one 5 amp. Plug point in bed rooms.
- 4) One ac point in master bedroom.
- 5) One light point each in toilet and kitchen along with a point of exhaust fan.
- 6) All wiring will be as per existing regulation & of materials of Finolex/ havells.
- 7) One light point in varandah.
- 8) Sound less generator will be provided by extra cost from purchaser.

J. Lift: Lift from Flex Elevator will be provided.

K. Water supply:

- 1) Overhead reservoir will be provided at top as per design. Suitable electric pump will be installed at ground floor to deliver water to overhead reservoir from underground reservoir.

**THE SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)**

All stair-cases on all the floors of the said building.

2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space, electricity service and electricity main line wirings and common and electric meter space and lighting.
8. Drainages and sewerages lines of the building and drive way.
9. Boundary walls and main gate and parapet wall on the roof.
10. Such other common parts, like equipments, installations, fixtures, and fittings and open spaces in or about the said building and lift and lift room of the building to be used as common purposes.

Niloy Prokash Gangoli
 NS CONSTRUCTION
 Partner

Gautam Deu
 NS CONSTRUCTION
 Partner

Niroy Prokash Gangoli
Gautam Deu
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 ANIRBAN BHAUMIK

11. Lift of the building shall be used as commonly by the all Flat owners of the building.
12. Vacant space of the ground floor and right of egress and ingress of the car through open space of the premises.
13. Care taker's room and toilet shall be used as common by the all Flat owners of the building.

THE SCHEDULE "D" ABOVE REFERRED TO

(MAINTENANCE /COMMON EXPENSES TO BE PAID BY THE PURCHASERS)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.

Niroy Prokash Gangoli
 NS CONSTRUCTION
 Partner

Gautam Deu
 NS CONSTRUCTION
 Partner