

9919, Son of Niranjan Nandy, by faith - Hindu, by occupation – Business, Chowhati Surya Sen Block, P.O. - Chowhati, P.S. - Sonarpur, Residing at Sonarpur, District- South 24 Parganas, Kolkata - 700149, (4) SRI CHANCHAL DAS (PAN - AEPD8886G)(Aadhaar Card-3011 8546 5569) Son of Late Gouranga Das, by Occupation - Business, Residing at – Chowhati, by faith Hindu, by occupation- Business, South 24 Parganas, Chowhati, P.S. Sonarpur, District: South 24 Parganas, Deshopriya Block, Kolkata - 700149, (5) SRI BUNTY DAS (PAN- AUDPD9257B)(Aadhaar Card - 8603 3756 5925) Son of Bablu Das, by faith-Hindu, by occupation -Business, Residing at Vill. & P.O. - Nath Para, Chowhati, B-Block, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (6) SMT. SONALI MAJUMDER (PAN CIKPM1092C)(Aadhaar Card - 6767 2397 8287) Wife of Sri Ashim Majumder, all by faith Hindu, by occupation - Business, Residing at Chowhati Deshopriya Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, hereinafter called and referred to as the "DEVELOPER/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include its successors, executors, administrators, legal representatives and assigns) of the THIRD PART,

The Owners and Promoter/Developer and Allottee/s shall hereinafter collectively be referred to as the parties and individually as a “party”.

DEFINITIONS:

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

- a) “**Act**” means the West Bengal Real Estate Regulatory Authority (WBREERA) is established under section 20 (1) of the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016)
- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the WestBengal Housing Industry Regulation Act, 2017;
- c) “**Regulation**” means the regulations made under the West Bengal Housing Industry Regulation Act,2017;
- d) “**Section**” means a section of the A ct.

Whereas:

A. (1) **SMT. SACHIRANI SAHA (2) SRI PRADIP KUMAR SAHA (3) SRI DEB KUMAR SAHA (4) SRI DILIP KUMAR SAHA**, the owners No. 1 to 4 herein, are the joint owner of **ALL THAT** pieces and parcel of total land measuring about 39 decimals (23 Cottahs 10 Chittaks 8 Sg. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza Dhamaitala, J.L. No. 75, Pargana - Magura, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO	AREA IN DECIMAL	NATURE OF LAND
1	440	453	224/1	16	BASTU
2	441	490	1156	03	BASTU
3	441	490	1157	03	
4	441	490	1158	03	
5	441	490	1159	03	

6	442	489	1158	03	BASTU
7	442	489	1159	03	BASTU
8	442	489	1156	02	BASTU
9	442	489	1157	03	BASTU

within the limits of Rajpur – Sonarpur Municipality, Ward No. 25, Holding No. 529, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on 03.11.2020 to promote their Said Property with “**MAA TARA ASSOCIATES**”, registered as 529, School Road, Kolkata – 700151, Police Station – sonarpur, South 24 Parganas, West Bengal, the Developer herein, which was registered with certificate of enlistment vide no. 0917P225522212562 DATED 10.06.2022 and said Owners herein also executed and registered a Development Power of Attorney unto and in favour of the said “**MAA TARA ASSOCIATES**”, the developer herein, and said Development Power of Attorney was duly registered on 12.08.2022 in the office of the A.D.S.R. – SONARPUR, South-24 Parganas and recorded in its Book No. I, Volume No.1608-2022, Page from 157042-157068, Being No. 07021 for the year 2022.

B. The partners of **MAA TARA ASSOCIATES** being the attorney/authorized of **ALL THAT ALL THAT** pieces and parcel of total land measuring about 39 decimals (23 Cottahs 10 Chittaks 8 Sg. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza Dhamaitala, J.L. No. 75, Pargana – Magura,

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8	442	489	1156	02	BASTU
9	442	489	1157	03	BASTU

Within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Municipal **Holding No. 529, School Road (Jagaddal)** Police Station – Sonarpur, Post Office – Narendrapur, Kolkata – 700151, District – South 24 Parganas, West Bengal, hereinafter referred to as “**the Total land**”, morefully described in the **Schedule – A** hereunder written, as has been submitted for sanction in the office of the Rajpur-Sonarpur Municipality for construction of several multi storied buildings in several Blocks for residential purpose, hererinafter referred to as the “Building Project” namely “**DAKSHIN DIVINE**”.

G. That the Developers herein after discussing with the aforesaid landowners have decided to develop the land measuring more or less **1 (One) Bigha 02 (Two) Cottah 11 (Eleven) Chittack 12 (Tweleve) Sq. Ft.** equivalent to **37.46 decimals** comprised in Mouza – Dhamaitala, J.L. No. 75, Pargana- Magura, Within the limits of Rajpur-

Sonarpur Municipality, Police Station – Sonarpur, Post Office – Narendrapur, Kolkata – 700151, District – South 24 Parganas, in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, Within the limits of Rajpur-Sonarpur Municipality, West Bengal, hereinafter referred to as **“the Said land”**, more fully described in the **Schedule –B** hereunder written will be used for the development of the said “Building Project” namely **“DAKSHIN DIVINE”**.

H. The said land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings in several Blocks and the said project is known as **“DAKSHIN DIVINE”**.

I. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed.

J. The Rajpur-Sonarpur Municipality has granted the application of **BUILDING PERMIT to develop the project vide dated 12.04.2023**.

K. The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, building from the Rajpur-Sonarpur Municipality vide Sanction Plan No. _____ dated _____ for construction of **B + G + VII** storied building in namely **“DAKSHIN DIVINE”**, situated at Municipal **Holding No. 529, School Road (Jagaddal) Assessment No.1104302780030**, The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable;

L. The Promoter/Developer has registered the project under the provisions of the act with the West Bengal Real Estate Regulatory Authority at Kolkata under registration no. _____;

M. The allottee had applied for an apartment in the project vide application no. _____, dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet (_____ square feet Super Built up Area), Type - _____, on _____ floor as permissible under the applicable law and of pro rata share in the common areas (“common areas”) as defined under clause (m) of section 2 of the act (hereinafter referred to as the **“apartment”** more particularly described in **Schedule C** and the floor plan or the apartment is annexed hereto and marked as **Schedule D-1**);

N. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

O. The Developer has started the constructional work of the several multi-storied building in several Blocks consisting flats, as per the said sanctioned Plan;

P. 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;

Q. 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;

R. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the [apartment/plot] as specified in para L.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter/Developer agrees to sell to the allottee/s and the allottee/s hereby agrees to purchase, the apartment as specified in para J.

1.2 **Rs. _____/- (Rupees _____ only) exclusive of (Transformer & Generator Installation, Legal, Maintenance, Fire) Charges & exclusive of GST (as applicable) to be paid by the Allottee:**

Block No.	
Apartment No.	
Type	
Floor	
Apartment/Flat Carpet Area	
Apartment/Flat Super Built-up Area	
Rate of Apartment per square feet of Carpet Area:	
Rate of Apartment per square feet of Super Built-up Area:	
Apartment price:	
Total price for the Apartment exclusive of (Transformer & Generator Installation, Legal, Fire, & Maintenance) Charges & exclusive of GST (as applicable) to be paid by the Allottee	Rs. _____

Explanation:

(i) The total price above includes the booking amount amounting to **Rs. _____ only** excluding GST paid by the Allottee to the Promoter/Developer towards the Apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee/s and the project to the association of allottee/s or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee/s;

(iii) The Promoter/Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In Promoter/Developer shall provide to the Allottee/s the details of the taxes

paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment, includes development charges for providing all other facilities, amenities and specification to be provided within the common areas of the Project as mentioned in the Schedule "C" except the charges for transformer and generator installation, legal facilities and maintenance charges.

1.3 The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/s.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C-1 ("Payment Plan")**.

1.5. It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.

Provided that the Allottee/s at their own cost may make such minor additions or alterations as may be required after getting possession by the Promoter/Developer, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee/s within 180 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter/Developer may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

1.7. Subject to Para 8.3 the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment morefully described in the Schedule – A hereunder written.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divide or separated , the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, electrical connectivity and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment but excludes internal development charges, lift, water line and plumbing, paint, marbles, tiles, doors, windows, fire detection and firefighting equipment, electrical connectivity to the common areas, excludes maintenance charges as per para 26.9. etc. and excludes cost for providing all other facilities, amenities and specification to be provided within the common areas of the Project.
- (iv) The Allottee/s have the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

1.8 It is made clear by the Promoter/Developer and the Allottee/s agrees that the Apartment 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 any other project in its vicinity or otherwi se except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

1.9 If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s or Allottee/sof the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Allottee/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarpur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s or Allottee/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s or Allottee/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium,

Children's Park, Games Room, Swimming pool and any other amenities which are intended for common use in the said Premises.

The Purchaser/s or Allottee/s shall also sign No Objection Certificate for amalgamation and easementary rights and for obtaining holding number and Sanction Plan for construction of another phases or blocks.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s which it has collected from the Allottee/s for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project but excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan if any and interest thereon before transferring the apartment to the Allottee/s, the Promoter/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 therefore by such authority or person.

1.11 The Allottee/s has/have paid a sum of **Rs.** _____ and **GST** (as applicable) being the partial payment of the Booking Amount amounting to **Rs.** _____ **only** and GST (as per applicable) towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/s hereby agree to pay the remaining amount towards the Total Price of the Apartment and GST accrued thereon; as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/Developer within the time and in the manner specified therein: Provided that if the allottee/s delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

1.12 Said Club:-

Share in Said Club:- Only user rights in the recreational Club comprising of Mini Theatre, Kids Play Area, Salon/Spa Zone, Rooftop party Zone, Cafeteria, gymnasium, air conditioned Banquet Hall, Gymnasium, Indoor Games Room, Rooftop Swimming pool, Indoor Badminton Court, Billiard Room, Dance Zone, Card Room, Workstation, Tuition Kiosks and air conditioned Community Hall, herein referred to as "**said Club**", as to be attributable and appurtenant to the said project. It is clarified that (i) No ownership and title of the said club shall be transferred towards the Allottees herein, and (ii) The Developers herein shall have the absolute right to modify the area amenities and facilities of the said Club.

For Allottee/s:- Notwithstanding anything contained in the instant Agreement for Sale, subject to the provisions of clause above, the Developer has provided the said club, intended for use by the Allottee/s of the said building/ housing christened as "DAKSHIN DIVINE". The Allottee/s understand and accept that the Developer shall have the sale right and discretion power in planning the details, amenities and facilities of the said Club which shall be final and binding on the Allottee/s and/or Member.

Membership obligation of Allottee/s: -Notwithstanding anything contained in the instant Agreement for Sale membership of said Club being compulsory for all Allottee/s, the Allottee/s(which expression in the context of the said Club, means only

1(one),as be nominated interest among the Allottees) agree to become a member of the said club, on the preliminary terms and conditions recorded herein.

Club Scheme:-Notwithstanding anything contained in the instant Agreement for Sale, it is hereby agreed and accepted by the Allottee/s that,

- (i) detailed terms and conditions of membership and rules and regulations governing of the said Club is made operational ;
- (ii) The Allottee/s shall be required to abide by the Club Scheme;
- (iii) Each unit is entitled to 1(one) membership irrespective of number of owners of such units;
- (iv) The club membership is non- transferable.
- (v) Membership is open only to individuals,(i.e. no corporate membership) and if the Allottee/s are body corporate, it will require to nominate 1(one) occupier of the said unit/Flat, who for all purposes, shall be as the member of the said club;
- (vi) The said Club can be used by the member and his/her immediate family member i.e. spouse and dependents children below (25) year subject to a maximum 2(two) dependents;
- (vii) Members may subject to the reservation of rights of admission and club rules bring in guests on payment of guest fees;
- (viii) In the event of Sale/Transfer of the said unit/Flat the membership will be terminated and transferee shall be granted new membership on payment of transfer charges as will be fixed by the developer and at the then applicable terms as per rules and regulations of the said club then in force;
- (ix) If the Allottee/s let out his/her/their unit/Flat, he/she/they may request a temporary suspension of his/her/their Unit/Flat he/she/they may request a temporary suspension of his/her usage right of the said Club by the tenant under his/her membership, if such permission is granted, the tenant may use the said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee/s;
- (x) The Developer shall have the sole right and discretion power for modification of rules, regulations and club scheme.
- (xi) Entire Club services shall be facilitated from December, 2028.
- (xii) If in any other circumstances, this agreement needs to this cancelled then the developer shall be liable to refund the allottee after deducting 10 percent of the total consideration amount of the allottee.

Commencement of Operation of said Club:- Notwithstanding anything contained in the instant Agreement for Sale, the Developer reasonable expects that the said club shall be made operational after the entirety of said complex is completed and made ready. The Allottee/s understand and accept that the date of possession of the said Unit/Flat and appurtenances has no correction and correlation with the said Club becoming operational and the Allottee/s shall not raise any claim or objection in this regards.

Club Manager:- Notwithstanding anything contained in the instant Agreement for

Sale, the Allottee/s hereby agreed and accepted that the said Club shall be managed and operated professionally through the Developer herein and the Allottee/s shall always cooperate with the developer for smooth operations of the said Club.

Membership in Club

Notwithstanding anything contained in the instant Agreement for Sale the Allottee/s hereby agreed and accepted that the Allottee/s shall avail the membership of the said club **without any cost and/or subscription fee** subject to delivery of handover of possession being the integral part of common amenities and facilities.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestone, the Allottee/s shall make all payments, on written demand by the Promoter/Developer within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **MAA TARA ASSOCIATES** Payable at Kolkata.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoter/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee/s against the Apartment, if any, in his/her name and the Allottee/s undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

4. TIME IS ESSENCE:

The Promoter/Developer shall abide by the time schedule for completing the project within the validity of Sanction building plan as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/s and the common areas to the association of all allottee/s or the competent authority, as the case may be.

5. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/s have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/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 West Bengal Municipal Act, 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

6. POSSESSION OF THE APARTMENT/PLOT:

6.1. Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas

with all specifications, amenities and facilities of the project in place on **APRIL, 2026** 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 Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agree and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee/s the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of money paid by the Allottee/s, the Allottee/s agree that he/she shall have not any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2. Procedure for taking possession-The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee/s, in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the Conveyance Deed in favour of the allottee/s shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottee/s, as the case may be till formation of the Owners Associations as per Act, and in any excuse or circumstances Allottee/s shall not avoid paying the maintenance fixed by the aforesaid authority. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the allottee/s at the time of conveyance of the same.

6.3. Failure of Allottee to take Possession of Apartment-Upon receiving a written intimation from the Promoter/Developer as per Para6.2, the allottee/s shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the allottee/s. In case the Allottee/s fail to take possession within the time provided in Para 6.2., such Allottee/s shall continue to be liable to pay maintenance charges as specified in Para6.2.

6.4 Possession by the Allottee/s - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promote to handover necessary documents and plans, including common areas to the Association of Allottee/s or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be within thirty days after obtaining the completion certificate].

6.5 Cancellation by Allottee-The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act:

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

6.6 Compensation-The Promoter/Developer shall compensate the Allottee/s 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; 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 Promoter/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee/s do not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee/s, interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottee/s within 45 days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

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

- (i) The Promoter/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 Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except the Said Mortgage described in Point No. I, hereinabove:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment:
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/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 Apartment and common areas;

- (vi) The Promoter/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 Promoter/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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of allottee/s or the competent authority, as the case maybe;
- (x) The Schedule Property not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. Amenities and facilities) has been handed over to the Allottee/s and the association of Allottee/s or the competent authority, as the case may be;
- (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 Promoter/Developer in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1. Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:
 - (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/s stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 180days of receiving the termination notice;

Provided that where an Allottee/s do not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the allottee/s within 180 days of it becoming due.

8.3. The Allottee/s 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 demands made by the Promoter/Developer as per the Payment Plan annexed hereto, within 15 days from the date of the demand notice there shall be a grace period of 5 days and despite that if the Allottee/s fail to make payments within the said grace period in that regard the allottee/s shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate of 10.65% per annum as prescribe in the Rules;
- (ii) In case of Default by Allottee/s under the condition listed above continues for two consecutive times according to the Payment Plan mention in **Schedule 'C'** after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the allottee/s by deducting the Booking Amount amounting to **Rs. _____ only** and GST **(as applicable)** accrued thereupon and the interest liabilities and this Agreement shall thereupon stand terminated;

9. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee/s:[Provided that, in the absence of local law, the conveyance deed in favor of the allottee/s shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee/s fail to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee/s authorize the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/s.

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

The Promoter/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 allottee/s upon the issuance of the completion certificate of the project.

11. DEFECT LIABILITY:

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

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

13. USAGE:

Use Service Areas: The basement(s) and service area, if any, as located within the **DAKSHIN DIVINE**, 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 to uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee/s for rendering maintenance services.

14. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 14.1. Subject to para10 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any loss or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 14.2. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation

or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 14.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottee/s and / or maintenance agency appointed by association of allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottee/s shall not raise any objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

16. **ADDITIONAL CONSTRUCTIONS:**

The Promoter/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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

17. **PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the parties herein that, if any such mortgage or charge or project finance loan is made or created for the entire or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge or project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. **APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

19. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/s until, firstly, the Allottee/s sign and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the Additional District Sub-Registrar Sonarpur/ D.S.R. Alipore South-24 Parganas, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application

of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith excluding the Booking Amount amounting to Rs. _____ **only** and GST (**as applicable**) accrued thereupon shall be returned to the Allottee/s without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

23.2 Failure on the part of the Parties 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.

24. SEVERABILITY:

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

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

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

26. BOTH THE PARTIES DO HEREBY MUTUALLY AGREE NOTWITHSTANDING

ANYTHING CONTAINED IN THIS AGREEMENT:

- 26.1 That from the date of possession, the Allottee/shave to pay electricity charges consumed by her on the basis of per unit commercial rate of W.B.S.E.D.C.L., till the transformers and personal meter arrives. The Vendor/Promoter shall only apply for the transformer/s and any proneness towards delay in the installation and/or unit fitting of the transformer by the appropriate authority for the per say project, will not fall on the developers as their liability. The individual units will be applied by builder's electrician but the security deposit has to be borne by the Allottee/s.
- It is pertinent to mention here that, in case of surge and/or increase in the pre-quoted appraisal/pricing of the transformer/s prior to the date of possession, the extra increased cost, after execution of this instant Agreement for Sale, shall be incurred equally by and between all the Allottee/s and/or by the Association of Allottee/s for all the units in the project and the respective Purchaser/s or Allottee/s of all the blocks of all the holdings shall treat and enjoy it as one of the common amenity in the premises.
- 26.2 That the time of possession every plumbing and electrical fittings of the flat is to be thoroughly checked by the consumer since after possession if any electrical fittings is broken or any plumbing damage is found the *Developer* will not attend such complaints else any civil or major fault is visible.
- 26.3 That the *Developer/Promoter* is keeping the right for installation of TV Antenna, Wifi-antenna (except Mobile tower) on the roof of the building at a limited place.
- 26.4 That it is also hereby agreed by and between the parties that the possession will be given for respective flat but Completion Certificate will be provided in due course of time after taking the same from the competent authority of the Rajpur-Sonarpur Municipality.
- 26.5 That outside grill is a part of elevation and hence if the Allottee/s wish to put any grill then she should do it through the Promoter only to keep it symmetric with other flat owners and nobody is allowed to put any box grill without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.
- 26.6 That if the Allottee/s damages the outside plasters or colour during their ownworks then they should take initiative and repair the same.
- 26.7 That the Demand letter at different stage will be send to the allottee/s through email which will also be considered as official demand letter.
- 26.8 That the *Developer/Promoter* is keeping the right for installation of any company's logo on the roof of the building at a limited place.
- 26.9 That after delivery of the proposed flat to the Allottee/s, by the *Developer/Promoter*, the Allottee/s shall bear the common expenses such as maintenance of the building plumbing sweeper security and fuel charges etc. Proportionately with other Co-owners of the building @ Rs. 2/- per Sq. ft. of super built up area, to the *Developer/Promoter* till the formation of the Ownership Association starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance from the allottee/s for the first one year at the time of intimation of possession and shall carry out the maintenance for that period. The Allottee/s shall pay the entire maintenance charges for the next two years through P.D.C. cheques of each month to the Developer.
- 26.10 The Allottee/s undertakes that it has no right to install or construct any additional structure(s) anywhere in the said unit/flat of the Project.

- 26.11 The Allottee/s shall mutate his/her/their name(s) in respect of the scheduled flat at his/her/their own cost within two months from the date of receiving the Completion Certificate or Reassessment Certificate by paying proportionate taxes as will be charged by the Rajpur-Sonarpur Municipality, from the Developer.
- 26.12 That the Allottee/s shall deposit the sinking fund as a security deposit, the entire amount of the sinking fund will be handed over to the flat Owners Association after the formation of the same. In case of non-payment of the maintenance charges or any part of it by the Allottee/s, the due amount will be adjusted from the sinking fund.
- 26.13 That the Allottee/s shall liable to pay all Extra Development Charges as mentioned in payment plant part-II of Scheduled - D within 7 (seven) days prior to Registration of Deed of Conveyance or delivery of possession of said unit whichever is earlier, taxes, land revenue and outgoings in respect of the said Apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.
- 26.14 That the Purchaser have gone through the title Deed of Property together with all other papers of this Property and after being satisfied with the title of the Property the Purchaser have agreed to enter into this agreement with the Owner/Vendor and Developer.
- 26.15 It is hereby agreed by and between the parties that if any of the flats remain unsold from the developers allocation for the period of 5 years after obtaining completion certificate then the developer shall be bound to pay the maintenance of the said unsold flats after the expiry of the said 5 years.

27. **FURTHER ASSURANCES:**

All 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 action specifically provided for herein, as may be reasonable 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/Developer through its authorized signatory and the Allottee/s at the Promoter/Developer's Office. After the Agreement is duly executed by the Allottee/s and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Sub-Registrar at Garia or D.S.R. - IV at Alipore South-24 Parganas as mutually agreed by and between the Parties herein.

29. **NOTICES:**

That all the notice to be served on the Allottee/s and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter/Developer by Registered Post at their respective address Specified below:

ALLOTTEESNAME - _____

ALLOTTEES ADDRESS - _____.

PROMOTER/DEVELOPER NAME - MAA TARA ASSOCIATES

PROMOTER/DEVELOPER ADDRESS - 529, SCHOOL ROAD, KOLATA -

700151.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, Agreement, or any other document signed by the allottee/s in respect of the apartment, plot or building, 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 interests of the allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERENING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

IN WITNESSES WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale atin the presence of attesting witness, singing as such in the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners/Vendors:

Signature

Signature

Signature

Signature

Please affix
Photographs
and Sign across
the photograph

Name - SMT. SACHIRANI SAHA, SRI PRADIP KUMAR SAHA, SRI DEB KUMAR SAHA, SRI DILIP KUMAR SAHA

Address - all Residing at - Dhamaitala School Road, P.O. - Dakshin Jagaddal, P.S. - Sonarpur, District - South 24 Parganas, Kolkata- 700151.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEES/s:

Signature :.....

Name - _____

Address - _____

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEES/s:

Signature :.....

Name - _____

Address - _____

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter/Developer:

Signature.....

Signature.....

Signature.....

Signature.....

Name -

As signatory PARTNERS OF MAA TARA ASSOCIATES

Address - 529, SCHOOL ROAD, KOLKATA - 700151

At **on** **in the presence of:**

WITNESSES:

(1)Signature.....

Name

Address.....

(2)Signature.....

Name

Address.....

SCHEDULE 'A'
(TOTAL LAND ACCORDING TO ASSESSMENT)

ALL THAT pieces and parcel of total land measuring about 39 decimals (23 Cottahs 10 Chittaks 8 Sg. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza Dhamaitala, J.L. No. 75, Pargana - Magura, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO	AREA IN DECIMAL	NATURE OF LAND
1	440	453	224/1	16	BASTU
2	441	490	1156	03	BASTU
3	441	490	1157	03	
4	441	490	1158	03	
5	441	490	1159	03	
6	442	489	1158	03	
7	442	489	1159	03	BASTU
8	442	489	1156	02	BASTU
9	442	489	1157	03	BASTU

within the limits of Rajpur – Sonarpur Municipality, Ward No. 25, Holding No. 529, School Road (Jagaddal), Kolkata -700151, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas West Bengal, together with all easements rights and appurtenances thereto., The butted and bounded in the manner following that is to say:-

ON THE NORTH: Dag No. 439
ON THE EAST : Dag No. 466
ON THE SOUTH: E.M.Byepass
ON THE WEST: Common Passage

SCHEDULE 'B'
(SCHEDULE OF SAID LAND)

1 (One) Bigha 02 (Two) Cottah 11 (Eleven) Chittack 12 (Tweleve) Sq. Ft. equivalent to **37.46 decimals** comprised in Mouza – Dhamaitala, J.L. No. 75, Pargana- Magura, Within the limits of Rajpur-SonarpurMunicipality,Police Station –Sonarpur, Post Office – Narendrapur, Kolkata – 700151, District – South 24 Parganas, in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, Within the limits of Rajpur-Sonarpur Municipality, West Bengal, within the limits of Rajpur – Sonarpur Municipality, Ward No. 25, Holding No. 529, School Raod (Jagaddal), P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas West Bengal, together with all easements rights and appurtenances thereto.

The butted and bounded in the manner following that is to say:-

ON THE NORTH: Dag No. 439
ON THE EAST : Dag No. 466
ON THE SOUTH: E.M.Byepass
ON THE WEST: Common Passage

SCHEDULE 'C' (Apartment)

ALL THAT Flat No. " _____ " measuring about _____ Sq.ft. being Carpet area including Balcony and _____ Sq.ft. being Carpet area excluding Balcony (_____ Sq.ft. being Super Built-up area) on the _____ side of the 7th Floor of the said B+G+VII storied building consisting of 2 Bed rooms, 1 Dining, 1 Drawing room, 1 Toilet, 1 W.C., 1 Kitchen and 1 Veranda of the Housing Complex named and styled as "DAKSHIN DIVINE" also together with proportionate undivided share of land bequeath of the said Block/Building and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat is being erected as revises Building sanction plan no. _____ dated _____ sanctioned by the Rajpur-Sonarpur Municipality, within the limits of Rajpur – Sonarpur Municipality, Ward No. 25, Holding No. 529, SCHOOL ROAD, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas West Bengal, together with all easements rights and appurtenances thereto.

SCHEDULE 'C-1'(Payment Plan)

NO.	PAYMENT DESCRIPTION	Total price for the Apartment exclusive of GST (as applicable) to be paid by the Allottee	EDC AMT. (EXCLUSIVE OF GST)
A	Part Booking Amount		NA
B	Balance Booking Amount		NA
C	At The Time Of Agreement		NA
D	Pilling		NA
E	Foundation		NA
F	1st Floor casting		NA
G	4th Floor casting		NA
H	6th Floor casting		NA
I	8th Floor casting		NA
J	10th Floor casting		NA
K	12th Floor casting		50% OF EDC
L	Brick work		25% OF EDC
M	Possession		25% OF EDC
	Total		100 % OF EDC

SCHEDULE 'D'

FLOOR PLAN OF THE APARTMENT (annexed hereto as PDF format)

BEFORE REGISTRY

The allottee shall pay the following amounts in respect of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges exclusive of the GST (as

applicable) to be paid by the Allottee to the Developer before the execution and registration of the Deed of Conveyance in respect of the Said Flat. And the total sum payable under this clause to be fully paid before seven days of registration of Deed of Conveyance, however, it is pertinent to mention here that the Allottee/s are bound to pay 50% (fifty percent) of total sum payable under this clause as soon as last slab casting is completed of the respective floor. However the Allottee/s may pay 25% (twenty five percent) of total sum as soon as brickwork casting is completed and 25% (twenty five percent) of the total sum as soon as the Possession of the respective flat starts and Demand is sent to the Allottee/s to discharge the liability:

NO.	PAYMENT DESCRIPTION	(Transformer & Generator Installation, Legal, Maintenance, fire) CHARGES exclusive of the GST (as applicable) to be paid by the Allottee
A	Transformer & Generator Installation Charges	
B	Legal Charges	
C	Maintenance Charges	
D	Fire Charges	

SCHEDULE 'E'

Specifications, Amenities, Facilities (which are part of the apartment)

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Children's Park, Games Room, Power backup, Swimming pool, Generator and CCTV in common areas.

SCHEDULE 'E'

Specifications, Amenities, Facilities (Which Are Part Of The Project)

Lift, Gymnasium, Children's Park, Games Room, Power backup, Swimming pool, Community Hall, Generator, CCTV in common areas and intercom facility etc. for the said Project.

ANNEXURE- "X"

SCHEDULE OF WORK

SPECIFICATION OF THE BUILDING CONSTRUCTION (All Civil Work as per I.S.I standard)

1. **Structure** - The structure will be with RCC and AAC Block.
2. **Wall** - The internal wall of the flat is putty finish and the external wall finishing with weather coat paint & graceful elevation.
3. **Electricals** - Concealed Electrical wiring with ISI marked copper wires switches from leading manufacturer wiring with two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in one bedroom, TV and telephone power Intel's in living area.
4. **Flooring** - The entire flat is Vitrified Tiles flooring. The Stair and lobby floor is with Tiles/Marble and the parking area flooring is made up with Tiles.
5. **Kitchen** - Glazed tiles up to 2'ft height in kitchen on granite kitchen platform and with stainless steel sink.
6. **Toilet** -Glazed tiles up to 6'ft height in toilet.
7. **Doors** -All other rooms would be fitted with Flush Door with laminate and toilets with any of P.V.C. doors.
8. **Windows** - Aluminum sliding windows with clean glass panel.
9. **Water Supply** -Deep tube well with iron filtration plant and the overhead tank for sufficient storage and supply.
10. **Elevators**- Automatic Elevators.

It is noted that if any extra work is done as per the desire of the Purchaser for such extra work the Purchaser shall pay the necessary to the vendor/Attorney in advance and for this possession date may get extended & if the any changes are not done then developer will not be responsible for it.

MEMO OF CONSIDERATION

Received of and from the within named Purchasers the within mentioned sum of **Rs.** _____ **only** and GST of **Rs.** _____ **) (as applicable)** accrued thereupon out of the Total Amount for the Apartment **Rs.**

_____ **only**) as part payment/earnest money for proposed sale of the Apartment on the said premises as per as memo below:

CHQ NO.	DATE	BANK	FLAT AMT.	GST	CHQ AMT.
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WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER/VENDOR