

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____
day of _____, 2024

By and Between

SRI SRI ISWAR BALARAM JIU THAKUR (PAN – AAFTS0419L), a Private Trust incorporated under the Indian Trust Act,1882, located at “KAILASH DHAM”, 7, Harish Chandra Paul Lane, P.O.: Sinthee, P.S.: Cossipore, Police Station (presently) : Sinthee, Kolkata–700050, District: North 24 Parganas, West Bengal represented by its Authorised Shebaites and or Trustees (1) **MRS. GITA BASAK (PAN -AIQPB0669L and Aadhaar No.: 568703409191)** wife of Late Pronay Kumar Basak, by Nationality: Indian, by faith : Hindu, by occupation : Housewife, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S. - Bhowanipur, Kolkata - 700 020, District: Kolkata, West Bengal (2) **MRS. BHASWATI BASAK(PAN-AOXPB3157L and Aadhaar No.508496636926)** wife of Late Swapan Kumar Basak, by Nationality: Indian, by faith Hindu, by occupation : Housewife, residing at 8, Ram Mohan Dutta Road, P.O. : L. R. Sarani, P.S - Bhowanipur, Kolkata—700 020, District: Kolkata, West Bengal (3) **MR. UTPAL KUMAR BASAK(PAN-AEIPB6938G and Aadhaar No. : 565635129047)** son of Late Bijal Kumar Basak, by Nationality: Indian, by faith: Hindu, by occupation : Business, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S-Bhowanipur, Kolkata—700 020, District : Kolkata, West Bengal and (4) **MR. SUBRATA BASAK (PAN-ADRPB4004H and Aadhaar No.: 562343925599)** son of

Late Badal Kumar Basak, by Nationality: Indian, by faith : Hindu, by occupation : Business, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S- Bhowanipur, Kolkata—700 020, District: Kolkata, West Bengal hereinafter referred to as the “Promoter”(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, executors, administrators, legal representative and assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____)
 son/daughter of _____, aged _____, for self and as the
 Karta of the Hindu Joint Mitakshara Family known as
 _____ HUF, having its place of business/residence
 at _____, hereinafter referred to as
 the “Allottee” (which expression shall unless repugnant to the context or
 meaning thereof be deemed to mean and include his heirs, representatives,
 executors, administrators, successors-in-interest and permitted assignees as
 well as the members of the said HUF, their heirs, executors, administrators,
 successors-in-interest and permitted assignees).

WHEREAS SRI SRI ISWAR BALARAM JIU THAKUR
(STATUS: PRIVATE DEBUTTAR TRUST) is the absolute owner of
 the Land with structure comprised in the Premises and in peaceful
 possession thereof.

The facts **describing the devolution** of title of the Vendor to the Land and
 the Premises are enumerated below:

- A. One Sarba Ranjan Bysack (now deceased) son of Kedar Nath Bysack during his life time purchased several land properties situated and lying at premises No. 7, Harish Chandra Paul Lane,

Kolkata -700 050 measuring about 19 Cottahs 5 Chittacks and also an adjacent land measuring about 6 Cottahs 4 Chittacks which was more or less 25 Cottahs 9 Chittacks in total from one Nikunja Behary Pal by virtue of a Registered Deed of Sale which was registered at Sub Registrar Cossipore and recorded in Book No. I, Volume No. 9, pages 10 to 15 Being no. 223 for the year 1929.

- B. That said Sarba Ranjan Bysack erected a temple of Sri Sri Iswar Balaram Jiu Thakur in front of his aforesaid absolute ownership property i.e. 7, Harish Chandra Paul Lane and established the deity accordingly and named the two storied building as “**Kailash Dham.**” He arranged and provided all suitable and necessary ways and means for the daily worship and periodical festival of Sri Sri Iswar Balaram Jiu Thakur. He declared himself as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur.
- C. That one Declaration of Trust was executed on 20th day of February, 1959 by Sarba Ranjan Bysack and the deed was registered on 23.02.1959 before the office of Registrar of Assurances Kolkata and recorded in Book No. I, Volume No. 38, pages 106 to 108 Being no. 908 for the year 1959.
- D. Sarba Ranjan Bysack died testate on 02.06.1960, by making his last Will and Testament dated 21.02.1959 wherein he bequeathed his trust properties in the name of Sri Sri Iswar Balaram Jiu Thakur

and appointed his only son Biswa Ranjan Bysack as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur and he continued God's religious services in daily basis and also in periodic festivals of Sri Sri Iswar Balaram Jiu Thakur as per provision of Declaration of Trust dated 20.02.1959.

- E. As such, Biswa Ranjan Bysack only son of Late Sarba Ranjan Bysack became sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur as per Probate order dated 23.12.1960 passed by the Hon'ble High Court, Calcutta.
- F. The said Biswa Ranjan Bysack also carried out the daily worship rituals and engaged priests and spent money for the purpose of daily God's services and periodical festival out of the income from Debutter (Trust) properties during his life time.
- G. Biswa Ranjan Bysack died testate on 20.08.1980, by making his last Will and Testament dated 10.12.1970 wherein he appointed Sri Bijal Kumar Basak and Sri Badal Kumar Basak as a joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur. The Probate of the said Will was granted by the Hon'ble High Court, Calcutta by an order dated 19.05.1995.
- H. After the death of the said Biswa Ranjan Bysack, Sri Bijal Kumar Basak and Sri Badal Kumar Basak became trustees of the TRUST, they were managing the Trust properties of the Deities regularly and absolutely and also, they arrange the daily Seba Puja and other

periodical festival from the proceeds of the Trust Properties on usual basis.

- I. One Scheme for Management and preservation of properties of Idol Sri Sri Iswar Balaram Jiu Thakur was executed on 12.01.1996 before the office of Registrar of Assurances Kolkata and recorded in Book No. I, Volume No. 5, pages 397 to 412, Being no. 224 for the year 1996 wherein Sri Bijal Kumar Basak and Sri Badal Kumar Basak appointed (1) Sri Pronay Kumar Basak, (2) Sri Swapan Kumar Basak, (3) Sri Utpal Kumar Basak and (4) Sri Subrata Basak as a joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust.
- J. By the passage of time Bijal Kumar Basak died on 01.06.1996 and thereafter Badal kumar Basak died on 29.04.1998. As such, (1) Sri Pronay Kumar Basak, (2) Sri Swapan Kumar Basak, (3) Sri Utpal Kumar Basak and (4) Sri Subrata Basak continued daily Seba Puja and periodical festival of Sri Sri Iswar Balaram Jiu Thakur as per provision of Scheme of Management for the Debutter Trust.
- K. In the meanwhile, aforesaid premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050 had been declared as Heritage Building under the provision of grade IIA by the Kolkata Municipal Corporation on 30.08.2001 as a RELIGIOUS / HINDU TEMPLE, Thakur Bari of Sarba Ranjan Bysack.
- L. Thereafter, Heritage Conservation committee resolved on

04/07/2011 that KMC will allow new development in the adjoining land that will be created by demolition of the rear portion of residential block. The fund thus created will be utilized for restoration of the Thakur dalan and/or religious property.

- M. A petition was filed by the joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust before the Ld. District Judge at Alipore for the purpose of permission of development of the above mentioned trust property and to create a fund for the maintenance and preservation of the existing building of the Deity Sri Sri Iswar Balaram Jiu Thakur situated at premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050. On the basis of that petition, Ld. District Judge at Alipore passed an order vide No. 13 dated 10.05.2013 wherein Ld. Judge permitted the Shebait to sell out the building(s)/ flat(s) after construction in accordance with the submitted building plan approved by the KMC to the intending purchaser(s) after adjustment of 20% profit for each flat and that amount should be deposited as a reserve fund of the Trust Bank account with S.B.I., South Sinthee Branch. The draft sale deed shall have to be approved by the Court and the money receipt shall have to be shown at the time of approval of the draft deed. A statement of account shall have to be produced as and when it will be directed.
- N. That the Joint Shebait and or Trustee of Sri Sri Iswar Balaram

Jiu Thakur are separately demarcated an area of land measuring about **8 Cottahs 06 Chittacks 0 Sq. ft.** along with building named as **“Kailash Dham”**. This is retained by them for temple and religious purpose. This portion of property has already been declared by KMC as a Heritage property.

- O. That the Joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur had applied for sanction of multistoried building (G+ IV and G+X building) to KMC Building Department on remaining land area **17 Cottahs 3 Chittacks 0 Sq. ft.** And the said application for approval of multistoried building plan had been approved by the KMC on 20.12. 2017. The date of said approval of multistoried building plan had been lapsed due to barred by the passage of time under a statute of limitations of the said sanctioned period.
- P. One of the Shebait/ Trustee Swapan Kumar Basak died testate on 09.02.2018, by making his last Will and Testament dated 22.09.2017 wherein he appointed Smt. Bhaswati Basak as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur in his place. The said Will got Probate under P.L.A. No. 243 of 2018 by the Hon’ble High Court, Calcutta.
- Q. Another Shebait/ Trustee Pronay Kumar Basak died testate on 05.06.2023, by making his last Will and Testament dated 26.01.2023 wherein he appointed Smt. Gita Basak as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur in his place.
- R. As such, **MRS.GITA BASAK in place of late Pronay Kumar**

Basak, MRS. BHASWATI BASAK in place of Late Swapan Kumar Basak, MR. UTPAL KUMAR BASAK AND MR. SUBRATA BASAK continued to be joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust.

S. That the trustees of the TRUST are now going to start construction of multistoried building as per revalidation sanctioned plan of the Kolkata Municipal Corporation vide permit No. 2017010062 SL. NO. 072/BLDG/J23-24 dated 03/01/2024 approved on 08/11/2023 for the said Premises at 7, Harish Chandra Paul Lane, Kolkata -700 050 and the said project shall be known as **“SRI BALARAM HEIGHTS”**.

T. That the construction of the aforesaid building will be consisting of several flats/ covered parking spaces/ other spaces in accordance with the sanctioned plan vide No. 072/BLDG/J23-24 dated 03/01/2024 approved on 08/11/2023 by the Kolkata Municipal Corporation on the terms and conditions and considerations mentioned therein and continued the construction work of the said project in accordance with necessary approvals from competent authorities and Government of the State.

U. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority:

at _____ no. _____;

on _____ under registration

v. 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, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable) in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

w. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

x. _____

[Please enter any additional disclosures/details]

y. 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;

z. 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;

aa. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only

("Total Price") (Give break up and description):

Block/Building/Tower No. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per Square feet*

* Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking – 1	Price for 1
Garage/Closed parking – 2	Price for 2

[OR]

Plot no. _____	Rate of Plot per square feet
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Type _____	

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, COST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the

Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the

apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common

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

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

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities

shall be available only for use and enjoyment of the Allottees of the Project.

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

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

The Allottee has paid a sum of Rs. _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the

Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

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

Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to Implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this

Agreement.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it

shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

Compensation -

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the

allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] 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 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter 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 has not entered into any agreement for sale and/or development agreement or any other agreement V arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and

claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

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

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for

a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot],

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

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

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **SRI BALARAM HEIGHTS** (project name), 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services

areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the

Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [REDACTED] after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at [REDACTED].

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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.

31. JOINT ALLOTTEES

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.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

SCHEDULE 'A' ABOVE REFERRED TO

PART I

THE SAID PROPERTY

ALL THAT piece and parcel of plot of land measuring an area about **17 (Seventeen) Cottahs, 3 (Three) Chittacks 0 (Zero) Sq. ft.** lying and situated at 7, Harish Chandra Paul Lane, Kolkata -700 050, Police Station – Sinthee, District–North24Parganas, within the limits of Kolkata Municipal Corporation under Ward No. 2, under the jurisdiction of A.D.S.R. Cossipore Dum Dum butted and bounded as follows:

ON THE NORTH: By 6/1 Harish Chandra Paul Lane;

ON THE SOUTH: By 1A & 2A South Sinthee Road, 8/3 & remaining portion / building of 7, Harish

Chandra Paul Lane.

ON THE EAST: By 2B & 2C South Sinthee Road;

**ON THE WEST: By Harish Chandra Paul Lane & remaining
portion / building of 7, Harish Chandra Paul
Lane**

PART II

(“Said Apartment”)

ALL THAT the Apartment No. on the Floor of the Building in Block being constructed on the said premises as a part of the project having a Carpet Area of sq. ft. more or less, with an attached balcony having an area of sq. ft. and Built Up area sq. ft. more or less (including apartment and balcony). For the purpose of registration and Association Formation, the super built up area of the said apartment is sq. ft.

PART III

(Car Parking Space)

ALL THAT The 1(one) number of covered car parking space measuring about _____ sq. ft. at said premises, an earmarked identified and the designed by the Owner of the parking of private medium sized car(s) owned by the Allottee within such space.

PART IV

(Apartment Specifications)

Building Specification	
Structure	RCC structure
	Building Elevation as per Architect's design
Internal wall	Traditional Clay Bricks / ACC Cemented Bricks
External Wall	Putty Finish
Ground Floor Lobby/ Stairs	Well decorated and finished with marble /tile/ granite, as per Architect's design
Other Common service Areas	Well decorated and finished as per Architect's design
Adequate power backup	2BHK – 1.5KVA 3BHK-2KVA Power Backup in common area for light and lifts etc.
Elevators	2 automatic passenger lift with automatic rescue device (ARD)
Landscape	As per Landscape Designer
Apartment specification	
Door	Apartment Main Door – Sal wood frame with teak wood shutter and reputed make lock Other Doors – Sal frame with finished flush doors with water-based primer and cylindrical lock
Windows	Anodized /powder coated aluminum with clear glazing
Flooring	Living / Dining / Bedrooms-vitrified tiles

Kitchen	<p>Flooring – skid resistant tiles</p> <p>Counter –Granite slab with a stainless-steel sink</p> <p>Wall tiles up to 2 ft height above counter</p>
Toilets	<p>Flooring –skid resistant tiles</p> <p>Wall –dado in ceramic tiles up to door</p> <p>Sanitary ware of hindware or equivalent makes</p> <p>C P Fittings of jaguar or equivalent make.</p>
Safety &Security Features	<p>Modern firefighting system as per government norms</p> <p>CCTV with recording system</p>
Electricals	<p>Concealed copper wiring</p> <p>Modular switches</p> <p>Provision for exhausted fan in the kitchen and toilets</p> <p>Plug points for geyser in the toilets</p> <p>Plugs points for chimney, water purifier &refrigerator, microwave in kitchen</p> <p>TV, Internet and telephone points at living /dining area.</p> <p>A/C point provision in all bed room and living dining area.</p>

PART V

(Project Specifications)

1. Main gate with security goomty;
2. Public/ Servant Toilets within the project with ceramic tiles flooring;
3. Designed driveways and pathways finished as designed by the Architect / Landscape Designer;
4. Landscape areas within the project as designed by the landscape designer;
5. Emergency power backup for common areas and lift.

PART VI

(Common Areas)

1. All the foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
2. All structural floor assemblies including the underside of such assembly ceiling.
3. All exterior walls of the building including the exterior facade of the building and the masonry walls.
4. All the windows, window frames, casements and mullions.
5. Staircase on all the floors lobbies corridors.
6. Staircase landings and lift landings on all floors.
7. Lift well with lift machine room.
8. Lift plant /car installation.

9. Common passage and lobby on the ground floor excepting car parking areas and other open and covered space. Block A will use the Common passage of Block – B & C for repairing and maintenance purpose only.
10. The land and all the other areas of the properties Except Block-A (i.e. 560 sq. mtr. or 8 Cottahs 3 Chittacks of land with Heritage Building named “KAILASH DHAM” thereon) and all the apparatus, systems, equipment and installations now or hereafter existing in the building or on the entire property (but not part of any apartment), for the common use of all apartments or by all flats owners necessary or convenient for the existence, maintenance or use of the property as a whole. (Except 9th floor roof / terrace which is exclusively belong to promoter/owner i.e. Sri Sri Iswar Balaram Jiu Thakur Trust.)
11. All central and appurtenant installations for services such as electrical infrastructure, generator (with space required for installation of same), telephone, internet lines, sewer, waste, hot and cold water (including all pipes ducts, wires, chutes and conduits located in common elements or in flats) and all other mechanical equipment spaces (except those which are contained in any Apartment which serves or benefit all owners or other general common elements
12. Boundary walls.
13. Overhead water tank (domestic + firefighting) underground water reservoir water pipes and other common plumbing installation.
14. Electrical wiring meters and fitting in the common areas.

15. Water connection, Drainage and sewage are common for Block A, B, and C.
16. Firefighting system installation and allied equipment, including the sprinklers, pipes and other installations.
17. Passage pathways driveways and entrances
18. All shafts, pipes, wires, ducts, vents, cables, conduits and lines which serves on benefit or are necessary to convenient for the existence, maintenance, operations and safety of all Apartment or all Apartment owner
19. Gate Goomty.

PART VII

(Some Common Expenses)

1. Repairing, rebuilding, repainting, improving as necessary an keeping the said premises, the Building, the common areas and the several facilities, infrastructure, utilities, etc. at the said premises and / or the building and every exterior part thereof in good and substantial order and condition, renewing and repairing etc. all worn out and / or damaged parts thereof.
2. As often as may be necessary in the opinion of the owner and /or the association and / or the facility management entity , as the case may be painting with quality paint and in a proper and workman like manner , all the wood , metal , stone and other work of / at the said premises , the building and the common areas and the external surfaces of all the exterior

doors etc. the building , and decorating and coloring all such parts of such parts of the building and common areas , as usually or ought to be .

3. Maintaining / reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the said premises in good repair and clean and tidy and edged.
5. Cost of clearing, repairing, reinstating and drains and sewers.
6. Cost of operating and maintaining the various facilities / utilities comprising a part of the common areas.
7. Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the said premises, the building and the common areas.
8. Insuring against any risks.
9. Cleaning as necessary, the external walls and windows (not forming a part of any apartment) in/at the said premises and /or the building as may be necessary, as also the common areas, the passage landings, staircases and all other common parts of the building and the premises as identified by the owner and/or the association and/or the facility management, as the case may be.
10. Cleaning, maintenance and operation including cost of electricity, AMC charges of the puzzle car parks as well as the open, covered, open stacked and covered stacked car parks.

11. Operating, maintain and if necessary, renewing from time to time, lighting apparatus of the said premises, the building and the common areas, and providing additional lighting apparatus there at.
12. Operation, maintaining etc. the lift, generator and all facilities and utilities forming a part of the common areas including those identified by the owner and /or the association.
13. Providing and arranging for removal of rubbish
14. Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and /or in the future , with retrospective effect or otherwise , in respect of the said premises and / or the Building and / or the common areas and /or any part thereof , excepting in so far as the same is the responsibility of an apartment allottee.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the said premises and /or the building and / or any part thereof so far as the same is not the liability of and / or attributable to an apartment allottee / the occupant / user of any apartments.
16. Generally managing and maintaining and protecting the said premises, the building and the common areas and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the apartment allottees / the users / occupants of any of the apartments.

17. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the common expenses, and certifying the total amount thereof for the period to which the total amount thereof for the period to which the accounts relate.
18. Complying with the requirements and directions of any competent authority and / or with the provisions of all statutes and regulations, order and bye – laws made thereunder relating to the said premises and / or the building and / or the common areas, excepting those which are the responsibility of an apartment allottee / the occupier / user of any apartment.
19. The purchase, maintenance, insurance together with the applicable renewals and replacement of firefighter appliances and other equipment, infrastructure etc. as from time to time, may be considered necessary by the owner or the facility management entity, as the case maybe. This also includes the firefighting equipment's as installed within the said apartment and all other apartments also.
20. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable persons or firm to deal with these matters and disengage them when required.
21. The purchase, maintenance together with the applicable renewals there of as also for replacement of any other equipment and the provisions of any other service, which in the opinion of the owner and/ or the association and

/ or the facility management entity, as the case may be, it is reasonable to provide.

22.Litigation expenses that may have to be incurred for any common purpose and / or for in / the larger / greater interest of the said premises and / or the building.

23.Charges, fees etc. of the facility management entity.

24.Service charges of the owner and / or the association till the maintenance is handed over to the facility management entity

25.Such periodic amounts, as may be estimated by the owner and / or the association and / or the facility management entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in the schedule to be incurred or expected to be incurred at any time.

26.Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/ with any of the matters, items, issues etc. stated in this schedule.

PART VIII

(“Deposits”)

Interest free refundable, adjustable and transferable deposits:

1. Maintenance –Rs 40/- per sq.ft. +GST
2. Municipal Deposit –Rs 40/- per sq.ft.
3. Sinking fund – Rs 40/- per sq.ft. + GST

PART-IX

(“Extra charges”)

1. Individual CESC meter deposit and cost – At actuals
2. Costs and charges for formation of the association –At actuals
3. Legal and associated charges which includes the undernoted but excludes stamp duty, registration fees and miscellaneous costs and expenses associated with registration, as applicable, on the date of registration and as advised by the owner.
 - a) Documentation charges
 - b) Charges for drafting this Agreement and the conveyance Deeds.
 - c) Charges for carrying out the apportionment and separation in the records of the Kolkata municipal corporation in respect in respect of the municipal rates and taxes payable by the Allottee –At actuals

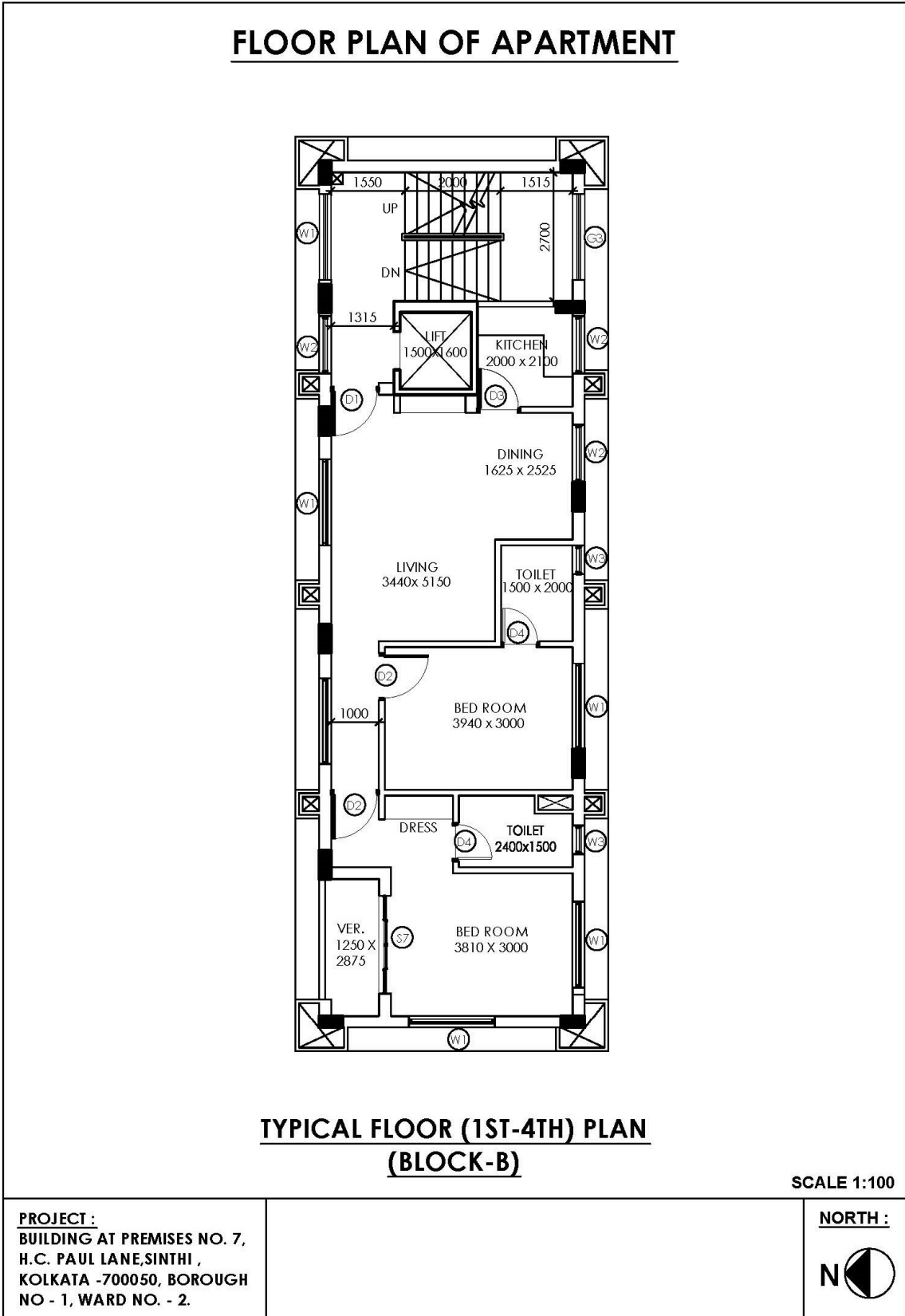
The amounts to be determined at “actuals” shall be such as shall be certified by the owner, and the Allottee agrees to accept the same.

PART X

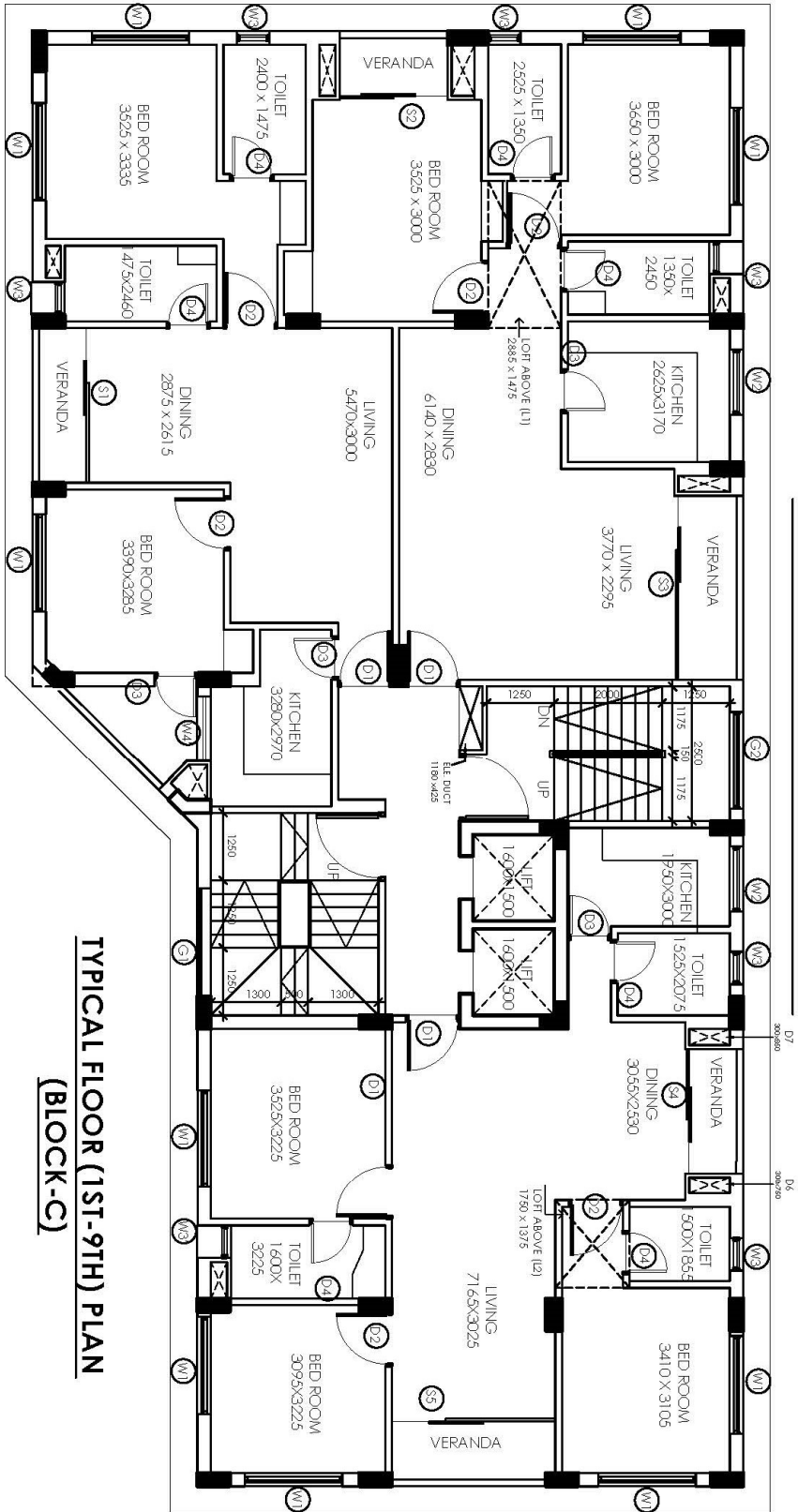
RECEIVED a sum of Rs.300000/- (Rupees Three Lakh(s)only) vide cheque
no....., dated, drawn on
.....

SCHEDULE B

(Floor plan of the said apartments)



FLOOR PLAN OF APARTMENT



**TYPICAL FLOOR (1ST-9TH) PLAN
(BLOCK-C)**

SCALE 1:100

PROJECT:
BUILDING AT PREMISES NO. 7,
H.C. PAUL LANE, SINTHI,
KOLKATA - 700050, BOROUGH
NO - 1, WARD NO. - 2.



SCHEDULE C

(Payment Plan)

1	Advance On Booking of Apartment	3,00,000 + GST
2	On Allotment within 15 days of Application	10% minus Advance on Booking +GST
3	On Execution of Agreement For Sale within 45 days of Allotment	10% + GST
4	On Completion of Pilling	10%+ GST
5	On Completion of 1 st Floor Slab	10% + GST
6	On Completion of 3 rd Floor Slab	10% + GST
7	On Completion of 5 th Floor Slab	10% + GST
8	On Completion of 7 th Floor Slab	10% + GST
9	On Completion of 9 th Floor Slab	10% + GST
10	On Completion of Bricks Work and Plastering of the said Apartment	10% + GST
11	On Completion of Doors , Windows of the said Apartment	5% + GST
12	On Issuance of Notice For Possession	5% + GST

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

SIGNED AND DELIVERED

BYTHE WITHIN NAMED

Allottee: (including joint buyers)

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BYTHE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature _____

2. Name:

3. Address:

1. Signature _____

2. Name:

3. Address: