

DRAFT-5.2.2024

AGREEMENT FOR SALE

THIS AGREEMENT made this day of Two Thousand Twenty Four

BETWEEN

(1) ALLOTROPE (INDIA) PVT. LTD. (PAN:AACCA8010D), having its registered office at Mouza-Kriparampur, P.S.-Bishnupur, Dist-South 24 Paraganas, Diamond Harbour Road Pin – 743503, **(2) RIPPLE TRADECOM PRIVATE LIMITED** (PAN:AADCR3072P), having its registered office at 233, B. L. Saha Road, P.O. New Alipore, P.S. Behala, Kolkata – 700053 and **(3) MR. SAKET MOHTA** (PAN:AKHPM9746Q) (Aadhaar No.6877 3720 8319), son of Mr. Sushil Kumar Mohta, by occupation Business, faith Hindu, Citizen of India, residing at Vill. Kriparampur, P.O. Sukhdevpur, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743 503, all represented by their Constituted Attorney **Merlin Projects Limited** (PAN:AACCM0505B), having its registered office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, through its Authorised Signatory Mr. _____, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**;

AND

MERLIN PROJECTS LIMITED (PAN:AACCM0505B), having its registered office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, represented by its Authorised Signatory Mr. _____ (PAN: _____), (Aadhaar No. _____), son of _____, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, 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 successor and/or successors in office/interest and assigns), of the **SECOND PART**;

AND

MR. _____ (PAN: _____) (Aadhaar No. _____) son of Mr. _____, by occupation _____, faith Hindu, Citizen of India, residing at _____, P.O. _____, P.S. _____, Kolkata, _____, hereinafter called the **ALLOTTEE** (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

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

WHEREAS:

A. The Owner No. 1 herein is the recorded owner of various pieces and parcels of land total measuring 77 decimals (more or less), comprised in LR dag nos.774, 793, 774/1421 and 774/1423 under LR Khatian No. 1834, Mouza-Kripampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 and land measuring 28 decimals (more or less) comprised in LR Dag No. 1948 under LR Khatian No.3408, Mouza-Ramkrishnapore, J.L. No.70, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503 total measuring 105 decimals more or less with a clear marketable title.

The Owner No. 2 herein is the recorded owner of various pieces and parcels of land total measuring 289.03 decimals (more or less), comprised in LR dag nos.774, 788, 790, 791, 792, 798, 774/1421 and 774/1423 under LR Khatian No. 1838, Mouza-Kripampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 with a clear marketable title.

The Owner No. 3 herein is the recorded owner of various pieces and parcels of land total measuring 155.33 decimals (more or less), comprised in LR dag nos.787, 789, 790, 792, 793, 784/1425 and 798/1426 under LR Khatian No. 2408, Mouza-Kripampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 and land measuring 182.5 decimals (more or less) comprised in LR Dag Nos. 1940, 1942, 1943, 1944 and 1945 under LR Khatian No.4961, Mouza-Ramkrishnapore, J.L. No.70, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503 total measuring 337.83 decimals more or less with a clear marketable title.

The land parcel of Owner No. 1, 2, and 3 are collectively referred to as the 'Said Total Land' more fully and particularly described in the ***Schedule-A*** hereto.

Out of the said Total Land, the Promoter demarcated portion of said Total Land total measuring 302.78 decimals more fully and particularly described in the ***Part-I of Schedule-A*** hereto ("***Said Land***" or "***Project Land***").

B. The Owners herein for undertaking development of their respective Land parcels have entered into Registered Development Agreements with the Promoter herein morefully and particularly mentioned in the ***Part-II of Schedule-A*** and have also granted Registered Power of Attorneys in favour of the Promoter, to develop the their respective Land Parcels herein morefully and particularly mentioned in the ***Part-III of Schedule-A*** along with the Land parcels of the Promoter at the consideration and on the terms and conditions therein contained.

- C. The Said Land is earmarked for the purpose of building Residential Units comprising of plots of land of different size with independent Bungalow/Twin House Bungalow & Cluster House (will have one of its walls sharing with the other unit existing in the neighbouring plot)/Row House (opening in the front and back while two side walls of the unit are sharing with units in the neighbouring plot) in each plot and the said project shall be known as “Aquaville Aviary” ("Project"). Further there will be common driveways, pathways, drainage system, common generator for power back-up, water supply system, street lighting available for use of the Unit Owners of the said project as well as for the Unit Owners of future phases and neighbouring areas;
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- E. The intimation of commencement of the work has already been submitted to Chandi Gram Pancyayat and Ramkrishnapur Borhanpur Gram Panchayat;
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for ‘Residential Units’ from Chandi Gram Pancyayat and Ramkrishnapur Borhanpur Gram Panchayat. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the Real Estate (Regulation and Development) Act, 2016 (“Act”) and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.
- H. The Allottee had applied for a ‘Residential Unit’ in the Project vide application and has been allotted one ‘Residential Unit’ hereinafter referred to as the ‘Said Unit’ more fully and particularly described in **Schedule-A2** and the plan of the ‘Said Unit’ is annexed hereto and marked as Annexure;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Promoter will develop further phases on the land parcel adjacent to this Project Land being adjacent and contiguous to this project, and reserve the right to share common areas/ services and amenities with such future phase/phases.
- K. 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;
- L. 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;

M. 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 '*Said Unit*' morefully mentioned in **Schedule-A2**.

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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase the '*Said Unit*', morefully and particularly mentioned in the **Schedule-A2**.

1.2 The Total Price payable for the '*Said Unit*' is morefully and particularly mentioned in the **Schedule-B**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the '*Said Unit*';
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes as may be applicable, in connection with the construction of the Said Unit payable by the Promoter, by whatever name called) up to the date of handing over the possession of the '*Said Unit*' to the Allottee;

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;

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, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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 '*Said Unit*' finished as per specifications morefully mentioned in **Schedule-D** includes recovery of price of plot of land, construction of internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the '*Said Unit*', water line and plumbing, finishing with paint, tiles flooring, doors, windows, three months common areas / services maintenance charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the '*Said Unit*'.

- 1.3 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. 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 '*Said Unit*' 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @2% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 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, common areas/ services and amenities described in the **Schedule-D** and **Schedule-E** herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the '*Said Unit*', without the previous written consent of the Allottee as per the provisions of the Act. 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. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such

addition- alteration.

- 1.7 The Promoter shall confirm the final plot area and carpet area of the '*Bungalow/Twin Sharing Bungalow & Cluster House/Row House*' as the case may be, that has been allotted to the Allottee after the construction of the Building is complete and the completion 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the '*Bungalow/Twin Sharing Bungalow & Cluster House /Row House*', allotted to Allottee, the Promoter may demand that from the Allottee 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.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the '*Said Unit*' as mentioned below:
- (i) The Allottee shall have exclusive ownership of the '*Said Unit*';
 - (ii) The Allottee may use the Common Areas/Services along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas/ services to the association of Allottees as and when formed and registered after upon completion all phases;
 - (iii) That the computation of the price of the Completed Residential Unit finished as per specification morefully mentioned in **Schedule-D**, includes recovery of price of plot and construction of the '*Bungalow /Twin Sharing Bungalow & Cluster House/Row House*', internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the '*Bungalow / Twin Sharing Bungalow & Cluster House/Row House*'. The price excludes Taxes and common areas/services maintenance charges.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Plot of land along with the '*Bungalow/Twin Sharing Bungalow & Cluster House /Row House*' shall be treated as a single indivisible unit for all purposes.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, panchyat/municipal or other local taxes, charges for water or electricity, common areas / services 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 '*Said Unit*'. 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 Said Unit 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.

1.11 The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the '*Said Unit*' which includes token amount/any advances paid 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 '*Said Unit*' as prescribed in the Payment Plan [Schedule-“C”] 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 which is payable, he shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan of the through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the 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 of Bank of India,

he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. 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 Unit*' 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 of the Allottee against the '*Said Unit*', if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the '*Said Unit*' as disclosed at the time of registration of the project with the Authority and towards handing over the '*Said Unit*' to the Allottee and the common areas / services to the association of Allottees subject to the same being formed and registered upon completion of all phases.

6. CONSTRUCTION OF THE SAID UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the '*Said Unit*' and accepted the plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule-D**. The Promoter shall develop the '*Said Unit*' in accordance with the said layout plans, floor plans and specifications, amenities and facilities, 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 appropriate Authority and shall not have an option to make any variation/alteration/modification in such plans of the '*Said Unit*', 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 SAID UNIT:

7.1 **Schedule for possession of the '*Said Unit*'**- The Promoter agrees and understands that timely delivery of possession of the '*Said Unit*' to the Allottee. The Promoter assures to hand over possession of the '*Said Unit*' on completion, with all specifications, amenities and facilities of the '*Said Unit*' in place on or before **31st**

December 2028 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 '*Said Unit*' 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 '*Said Unit*', 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. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate for the '*Said Unit*' from the competent authority shall offer in writing the possession of the '*Said Unit*', to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. 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, after taking possession, agree(s) to pay the maintenance charges in the manner and as determined by the Promoter/Facility Management Company appointed for maintenance and management of common areas/services, as the case may be from the date of the issuance of the completion certificate of respective *Units*. The Promoter shall hand over the photocopy of completion certificate of the '*Said Unit*' to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Said Unit**-Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Said Unit 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 '*Said Unit*' to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay common areas/services maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee**-After obtaining the completion certificate the Promoter shall handover physical possession of the '*Said Unit*' along with necessary documents and plans to the Allottees. After completion of the project and all future phases, it shall be the responsibility of the Promoter to hand over common areas/services, to the association of Allottees upon its formation and Registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents, including common areas / services, to the association of Allottees or the competent authority, as the case may be, within thirty days after upon formation and registration of the association of Allottees upon completion all phases.

- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment of the Said Unit as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the allotment without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment.

- 7.6 **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 '*Said Unit*' 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 fails to complete or is unable to give possession of the '*Said Unit*' (i) in accordance with the terms of this Agreement, duly completed by the date specified in herein or (ii) due to discontinuance of its business as a Promoter 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 Allotment without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the '*Said Unit*', with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Allotment, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the '*Said Unit*'.

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 / authority with respect to the Whole Project Land; the requisite authority and rights to carry out development upon the Whole Project Land and absolute, actual, physical and legal possession of the Whole Project 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) The property is free from all encumbrances and there are no litigations pending before any Court of law or Authority with respect to the '*Said Unit*';
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the '*Said Unit*' 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 '*Said Unit*';
- (v) 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;
- (vi) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the '*Said Unit*' which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the '*Said Unit*' to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the '*Said Unit*' to the Allottee and the common areas/services to the association of Allottees once the same being formed and Registered upon completion all phases;
- (ix) The '*Said Unit*' 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 Property;
- (x) 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 Unit*' to the competent Authorities till the completion certificate has been issued irrespective of possession of '*Said Unit*' has been taken over by the Allottee;
- (xi) 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 Sanctioned Land and/or *the* '*Said Unit*'.
- (xii) That the said land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 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 '*Said Unit*' to the Allottee within the time period specified in herein or fails to complete the '*Said Unit*' 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 '*Said Unit*' shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In ease 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 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 '*Said Unit*', along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where a Allottee does not intend to withdraw from the Allotment or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the '*Said Unit*'.

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

- (i) In case the Allottee fails to make payments for 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 prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the '*Said Unit*' in favour of the Allottee and refund the money paid by the

Allottee by deducting the booking amount and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the '*Said Unit*' as per the Schedule hereunder the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the '*Said Unit*' within 3 months from the date of issuance of the completion certificate to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of 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 COMMON AREAS/ SERVICES:

The Promoter has appointed a Facility Management Company who will be responsible for maintenance of common areas/services of all phases of the project. The Allottee(s) will enter into a separate Facility and Maintenance Agreement with the said Facility Management Company simultaneously with the execution of this Agreement and said Agreement shall remain valid and binding on the Allottee(s) for all times to come.

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 '*Said Unit*' only is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, 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 '*Said Unit*' 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 In-charge (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 In-charge from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Allottee agrees to permit the Facility Management Company to enter into the 'Said Unit' 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:

The Said Unit shall strictly be used for residential purpose only and the open areas of the plot shall be utilized for landscaping and garden and no construction to be undertaken by the Allottee unless the same being permitted by the Promoter/Facility Management Company in writing. The Allottees shall also not be permitted to destroy the greenery of the Plot area and cut trees planted either by the Promoter and/or by the Allottee.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 'Said Unit' and the plot at his/her own cost, in good repair and condition. In case the Allottee fails to maintain the plot and the Said Unit, then the Promoter shall maintain the same and debit the cost on the Allottee.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade or anywhere on the exterior of 'Said Unit'/the Project 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 'Said Unit'. -

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of the 'Said Unit' 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 Unit', all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment 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 '*Said Unit*' 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the '*Said Unit*' and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such '*Said Unit*'.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT): NOT APPLICABLE IN THE INSTANT PROJECT

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 Sub-Registrar 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 Unit*'.

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 TRANSFEREE:

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 '*Said Unit*' shall equally be applicable to and enforceable against and by any subsequent Transferee of the '*Said Unit*', in case of a transfer, as the said obligations go along with the '*Said Unit*' for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 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.
- 25.2 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.

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: NOT APPLICABLE IN THE INSTANT PROJECT

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the 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, after the Agreement is duly executed by the Allottee and the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the 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 as mentioned in this Agreement or through e-mail as provided by parties at the time of booking of an apartment.

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 Act and the Rules and Regulations made thereunder 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 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 under the Arbitration and Conciliation Act, 1996.

The additional terms and conditions mention here under are as agreed between the Promoter and the Allottee of the '*Said Unit*', the same are not in derogation of or inconsistent with the terms and conditions set out above (clause No. 1 to 33) or the HIRA Act and the Rules and Regulation made thereunder.

34. MISCELLANEOUS:

34.1 The Allottee prior to execution of the Deed of Conveyance nominates his/their allotted '*Said Unit*' unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @75/- per sq. ft of the plot area of the '*Said Unit*' and applicable taxes to the Promoter.

34.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual '*Said Unit*' agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model '*Said Unit*' and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model '*Said Unit*' and the Allottee shall not be entitled to raise any claim for such variation.

- 34.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the '*Said Unit*' and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.4 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Third Schedule.
- 34.5 The Possession Date has been accepted by the Allottee. However, if the '*Said Unit*' is made ready prior to the said Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequential pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction and the same is not a time linked plan.
- 34.6 The right of the Allottee shall remain restricted to his/her/their respective '*Said Unit*' and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other '*Said Unit*' or common areas and/or any other portions of the Project.
- 34.7 In the event of cancellation of allotment after deducting cancellation amount as provided herein, the balance amount paid by the Allottee (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter.
- 34.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the '*Said Unit*' and/or transferring and disposing of the other '*Said Unit*' in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.9 The Promoter will not entertain any request for modification in the internal layouts of the '*Said Unit*'. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings/floorings on his/her/their own within the '*Said Unit*' booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the '*Said Unit*'. For this purpose, in only those cases

where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the '*Said Unit*' prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

- 34.10 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the '*Said Unit*' without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and after registration of deed of conveyance, the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the '*Said Unit*' for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the '*Said Unit*' in case of a transfer, as the said obligations go along with the '*Said Unit*' for all intents and purposes.
- 34.11 The cost of common areas/ services maintenance will be paid / borne by the Allottee as per the Facility Management Agreement to be entered with the Facility Management Company in terms of the said Agreement.
- 34.12 It is clarified that the Defect liability as indicated above is the responsibility of the Promoter, shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee in respect of Air Conditioner and other functional items ends before the defect liability period and if the annual maintenance contracts (AMC) of those items are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the '*Said Unit*' and the common areas/Services wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the '*Said Unit*' excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the

'Said Unit' and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

34.13 That on and from the date of possession of the *'Said Unit'*, the Allottee shall:

- a) Co-operate with the Facility Management Company for the management and maintenance of the common / areas Services.
- b) Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Facility Management Company, for the beneficial common use and enjoyment of the common areas/Services provided for the said Project.
- c) The Allottee shall regularly and punctually make payment of the common areas/ services Maintenance Charges in terms of / Facility Management Agreement as mentioned in this Agreement.
- d) The Allottee shall take AMC for items provided the Promoter like Air Conditioner etc.
- e) Use the *'Said Unit'* for residential purpose only.
- f) Use all path and passages for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter.
- g) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- h) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Residential s in the Project.
- i) Not to place or cause to be placed any article or object in the common area.
- j) Not to injure, harm or damage the Common Areas/ Services or any other Residential Units in the Project.
- k) Not to make any addition, alteration in the structure of the *'Said Unit'*, internally or externally, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Project, duly approved and finalized by the architect of the project.
- l) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.

- m) Not to keep in the '*Said Unit*' any article or thing which is or might become dangerous, offensive, combustible, inflammable radio-active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the '*Said Unit*' and/or any other Residential Units in the said Project.
- n) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the '*Said Unit*' which in the opinion of the Promoter / Facility Management Company differs from the colour scheme or deviation or which in the opinion of the Promoter / Facility Management Company may affect the elevation in respect of the exterior walls of the '*Said Unit*'.
- o) Not to make any construction in the open areas of the '*Said Plot of Land* allotted to the Allottee and not to make any further constriction over and above the '*Said Unit*'.
- p) Not to use the '*Said Unit*' or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring Residential s or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place, Picnic, or for any commercial or industrial activities whatsoever.
- q) Not to change the exterior colour scheme of the '*Said Unit*' and repaint the same at the interval of three years from the date of handing over possession of the '*Said Unit*'. In case the Allottees upon receipt of notice from the Facility Management Company fails and neglect to paint the exterior of the '*Said Unit*' within the time stipulated for the same in that event the Facility Management Company will do the repainting at the cost of the Allottee.
- r) Not to merge with adjacent plot/residential Unit without prior written consent of the Promoter.
- s) Not to encumber the '*Said Unit*' in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the '*Said Unit*' in favour of the Allottee.
- t) To ensure that all interior work of furniture, fixtures and furbishing of the '*Said Unit*', or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees.

- u) Presently bulk supply of electricity is available. Till individual meter is available the Promoter shall provide individual sub-meters to the Allottee/s upon payment by them of the proportionate security deposit payable to WBSEDCL/any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL/any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision / replenishment to WBSEDCL/any other electricity supply agency, as per the norms of WBSEDCL/any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.
 - v) The deposits/other charges or levies demanded or required to be paid to the competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Force Department, Village Panchayat or other Government/ statutory authority and GST, or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in regard to the construction of the '*Said Unit*' and proportionate cost of cable, transformers, pollution control equipment, firefighting equipment and the installation thereof.
 - w) Any other tax, duty, fee or levy in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Allottee.
 - x) The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the '*Said Unit*' and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases, of the Project.
 - y) Further the natural products like wood, marble, granite, stones etc. due to its inherent nature may have variation in colour and design and sometimes after installation small cracks develop on the surface for which the filling material is applied. The purchaser shall not raise any objection for the same.
- 34.14 It is further clarified that, Common Areas/Services, for the Whole Project which are common to all shall always be and remain under the absolute control and management of the promoter, who shall be entitled to cater the same to accommodate future plans of development of other parts or phases of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas / Services will be common to all Phases of

the Project to be developed by the Promoter or similar type of projects developed by the Landowners of adjacent and contiguous plots of land.

- 34.15 In addition to the Project Land, in the event any adjoining and/or contiguous properties (hereinafter referred to as the Additional Lands/Adjoining Premises) is acquired, such Additional Lands/Adjoining Premises, Promoter will be entitled to cause the said adjoining premises to be amalgamated with the said Properties and upon such amalgamation to undertake development thereof which shall form part of the said future phases of the Project:
- 34.16 The common areas/services to be provided for in the said Project to be constructed at the said Land as well as future phases or for the adjoining premises will remain for common use and enjoyment for all the owners and/or occupiers of the those phases.
- 34.17 The Promoter shall be entitled to and the Allottee hereby consents to connect the drains, sewers, water, electric connection and other utilities and installations in the said project to be connected with the future phases to be constructed on the adjoining premises.

SCHEDULE-A
Part-I
(Said Total Land)

ALL THAT the pieces and parcels of Land total measuring 731.86 decimals, out of which 210.5 decimals comprised in RS/LR Dag Nos. 1940, 1942, 1943, 1944, 1945 and 1948 of Mouza Ramkrishnapur, J.L. No. 70, LR Khatian No. 3408 and 4961 and the piece and parcel of Land measuring 521.36 decimals comprised in RS/LR Dag No. 774, 787, 788, 789, 790, 791, 792, 793, 798, 774/1421, 774/1423, 784/1425, 798 and 798/1426, LR Khatian No. 1834, 1838 and 2408 of Mouza Kriparampore J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503.

SCHEDULE-A
Part-II
(Details of Said Land/Project Land)

ALL THAT the pieces and parcels of Land total measuring 302.78 decimals, out of which 166.69 decimals of land comprised in RS/LR Dag Nos. 1942, 1943, 1944 and 1945 under LR Khatian No. 4961, of Mouza - Ramkrishnapur, J.L. No. 70 and the piece and parcel of Land measuring 136.09 decimals comprised in RS/LR Dag No.791, 792, 793, 794 and 795 under LR Khatian Nos. 1834, 1838 and 2408, of Mouza - Kriparampore, J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503, details of Dag wise break-up are as follows:

RS/LR Dag No.	Mouza	J.L. No.	Total Land area of the Project in the Dag (Decimals)	LR Khatian No.
1942	Ramkrishnapur	70	2.85	4961
1943	-do-	-do-	66.21	4961
1944	-do-	-do-	58.86	4961
1945	-do-	-do-	38.77	4961
791	Kriparampore	72	46.51	1838
792	-do-	-do-	15.55	2408 & 1838
793	-do-	-do-	14.61	2408 & 1834
795	-do-	-do-	15.54	2408 & 1834
Total			302.78	

SCHEDULE-A
Part-III
(DETAILS OF DEVELOPMENT AGREEMENTS)

Sl. No	Name of the Owner	Date of Agreement	Deed No.	Registered at the Office of
1	Allotrope (India) Pvt. Ltd.	07.02.2023	160301820 for the year 2023	DSR-III, South 24 Parganas
2.	Ripple Tradecom Pvt. Ltd.	07.02.2023	160301816 for the year 2023	DSR-III, South 24 Parganas
3.	Saket Mohta	07.02.2023	160304801 for the year 2023	DSR-III, South 24 Parganas

SCHEDULE-A
Part-IV
(DETAILS OF POWER OF ATTORNEY)

Sl. No.	Name of the Owner	Date of POA	Deed No.	Registered at the Office of
1	Allotrope (India) Pvt. Ltd.	13.04.2023	160305026 for the year 2023	DSR-III, South 24 Parganas
2.	Ripple Tradecom Pvt. Ltd.	13.04.2023	160305027 for the year 2023	DSR-III, South 24 Parganas
3.	Saket Mohta	13.04.2023	160305028 for the year 2023	DSR-III, South 24 Parganas

SCHEDULE-A2
(‘Said Unit’)

ALL THAT the Residential Unit being No. _____, having Plot of Land measuring _____ decimals (equivalent to _____ cottahs) comprised in RS/LR Dag No. _____ under LR Khatian No. _____, Mouza Ramkrishnapur, J.L. No.70, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743503, within the jurisdiction of Ramkrishnapur Borhanpur Gram Panchayat, / comprised in RS/LR Dag No. _____ under LR Khatian No. _____, Mouza Kriparampore, J.L. No.72, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743503, within the jurisdiction of Chandi Gram Panchayat, with a two storied building having a total Built-up Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) and corresponding Carpet Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) (excluding open terrace, service deck, entrance lobby and deck area) with right to use the common areas/services, more fully mentioned in ***Schedule - F***, of the said project ‘**Aquaville Aviary**’, under construction and

the same is butted and bounded as follows:

ON THE NORTH: _____ ;
ON THE SOUTH: _____ ;
ON THE EAST: _____ ;
ON THE WEST: _____ .

SCHEDULE-B
(PRICE)

Price for the Said Unit Rs...../-

Total **Rs...../-**
=====

(Rupees..... only).

SCHEDULE-C
(PAYMENT PLAN)

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS
1	10% + GST	On Allotment.
2	20% + GST	On commencement of Foundation.
3	20% + GST	On commencement of Structure.
4	20% + GST	On commencement of Internal finish.
5	20% + GST	On commencement of External finish.
6	10% + GST	On Possession.

Note:

All amount payable above to be paid together with GST and other statutory charges as may be applicable from time to time.

SCHEDULE-D
(SPECIFICATIONS)

Foundation : RCC Structure.
Superstructure : RCC Frame Structure.
External Walls : Brick / Block Wall.
Internal Building Walls : Brick / Block Wall

Roof : Designer sloping roof with insulation and water proofing.

Plot Fence : Hedges with Gate.

Master Bedroom

Floor : Premium Vitrified Tiles.

Wall / Ceiling : POP / Wall Putty.

Bathroom

Floor : Anti-skid Ceramic Tiles

Wall : Ceramic / Vitrified Tiles.

Fittings : CP Fittings – Kohler.

Sanitary : Sanitary Fixtures of Kohler.

Roof : False Ceiling.

Other Bedrooms

Floor : Premium Vitrified Tiles.

Wall / Ceiling : Pop / Wall Putty.

Living/Dining/Corridor

Floor : Premium Vitrified Tiles.

Wall / Ceiling : POP / Wall Putty.

Kitchen

Floor : Premium Vitrified / Ceramic Tiles

Counter : Granite Top with SS basin

Wall : Ceramic Tiles above counter level up to 2' height

Balcony

Floor : Premium Anti-skid Tiles.

Doors

Entrance : Panel Door Polish Finish.

Bedroom : Flush Door Paint Finish.

Bathroom : Flush Door Paint Finish.

Balcony : Aluminum and Glass Door.

Windows : Heavy Duty Powder Coated Aluminum Casement / Sliding Window with Glass.

Air-Conditioning : In Living / Dining Area and all Bedrooms.

Electrical Installation

Circuit Protection : PVC Electrical Wiring throughout in Concealed Conduit with Light Points, T.V. & Telephone Sockets with Protective M.C.B.S & RCCBS / or G-PON

	Optical Fibre Network to Every Home for Voice/Data/Cable TV/CC TV.
Staircase	: Internal staircase with granite / full slab vitrified tile finish. : MS Hand Railing.
Earthing & Lightning Protection System	: In accordance with the Local Authority Standards.
External Finish	: Glass Façade, Wall with Plain / Textured / Paint Finish and / or other finishes as per the recommendation of the Architect.
Car Park	: Stones / Pavers
Stand-by Power	: 1 KV Back-up Power for Light Load.
Lawn Area	: Big trees planted along with green grass carpet.
Water Supply	: WTP with Overhead Tank.
Electricity Supply	: Independent WBSEDCL Meter to Unit.
STP/Septic Tank	: Septic Tank / Cluster STP as per requirement.

SCHEDULE-E
(COMMON AREAS, SERVICES & AMENITIES)

Common areas, services and amenities within the Residential area shall mean and include the various common parts/services and portions of the said project which shall include as follows.

- Passageways and Drive Ways,
- Pathways and, Pavement.
- Covered and Uncovered drain.
- Generator, generator room.
- Pump Room.
- Water Supply System.
- WTP
- STP/Septic Tanks
- Street Lighting

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED OWNERS:**

Signature:

Please affix
Photographs
and Sign
across the
photograph

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PROMOTER:**

Signature:

Please affix
Photographs
and Sign
across the
photograph

**AND DELIVERED BY THE WITHIN
NAMED ALLOTTEE:**

Please affix
Photographs
and Sign
across the
photograph

Signature:

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:
Name:
Address:

2. Signature :
Name:
Address:

Annexure
Floor Plan