

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“AGREEMENT”)** is made on this        day of \_\_\_\_\_, 2021, **BETWEEN:**

**ORTEM CREDIT PRIVATE LIMITED**, a company incorporated within the meaning and provisions of the Companies Act, 1956 (1 of 1956) and existing within the meaning and provisions of the Companies Act, 2013, having its registered office at Agrawal House, 2<sup>nd</sup> Floor, 2, St. Georges Gate Road, Hastings, Police Station – Hastings, Post Office – Hastings, Kolkata - 700 022 having PAN. AAACO3167F represented by its Director ASHUTOSH BAGLA [having PAN: ASDPB0617M and Aadhar No.: 8290 5630 7576, son of Bharat Kumar Bagla, residing at 7B Onkar Tower, 36A Garcha 1<sup>st</sup> Lane, Police Station - Gariahat, Post Office - Ballygunge, Kolkata - 700 019 authorized vide Board Resolution dated 1st July 2021 hereinafter referred to as **“Promoter”** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors in interest, liquidators, administrators and/or assigns) of the **FIRST PART**.

**AND**

**[If the Allottee is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_), a company within the meaning and provisions of the Companies Act 2013, having PAN. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, represented by its authorized signatory (having PAN. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_) duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **OTHER PART**.

**[If the Allottee is a partnership]**

\_\_\_\_\_ a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its partner \_\_\_\_\_, (having PAN. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_) hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **OTHER PART**.

**[If the Allottee is an Individual]**

\_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_; hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

**[If the Allottee is a HUF]**

\_\_\_\_\_ HUF (PAN. \_\_\_\_\_) represented though its Karta \_\_\_\_\_ (PAN. \_\_\_\_\_ and Aadhar No. \_\_\_\_\_)

\_\_\_\_\_ ) son of \_\_\_\_\_ aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

**WHEREAS:**

- A. The Promoter is entitled to *inter alia* **ALL THAT** the piece and parcel of land measuring 7 (seven) Cottahs 21 (twenty-one) Sq. Ft. (equivalent to 470.27 Sq. mt.) comprised in LR Dag No. 111 and RS Dag No. 107 in Mouza Dhelua (hereinafter referred to as the "**Project Land**" and more fully and particularly described in the **PART A** of the **FIRST SCHEDULE** hereunder written).
- B. The said Project Land comprises of:
- (1) All That piece and parcel of land measuring 4 (four) Cottahs 3 (three) Chittacks and 9 (nine) Sq. Ft (equivalent to 280.945Sq. mt.) ("**Block A**") (more fully and particularly described in the **PART B of the FIRST SCHEDULE** hereunder written); and
  - (2) All That piece and parcel of land measuring 2 (two) Cottahs 13 (thirteen) Chittacks and 12 (twelve) Sq. Ft (equivalent to 189.323 Sq. mt.) ("**Block B**") (more fully and particularly described in the **PART C of the FIRST SCHEDULE** hereunder written).
- C. The devolution of title in respect of *inter alia* the Project Land and the circumstances in which the Promoter became the owner of the Project Land is set out in the **SECOND SCHEDULE** hereunder written.
- D. The Promoter therefore has the right to enjoy, commercially exploit and occupy as absolute owner of *inter alia* the Project Land and has got its name mutated in the records of the Rajpur-Sonarpur Municipality for the Project Land as per the following details:

- (1) With respect to Block A, vide mutation certificate bearing number 13982 dated 4<sup>th</sup> May, 2012 and pursuant to such mutation, Block A was numbered as holding number 1646 in Ward No. 2, Mouza-Dhalua having Assessee Number 1104302070796; and
  - (2) With respect to Block B, vide mutation certificate bearing number 13979 dated 4<sup>th</sup> May 2012 and pursuant to such mutation, Block B was numbered as holding number 1445 in Ward No. 2, Mouza-Dhalua having Assessee Number 1104302070597.
- E. The Promoter has also got its name recorded as owner of the Project Land in the records of the Block Land and Land Reforms Officer (“**BLLRO**”) pursuant to which Khatian No. LR 3521 for LR 111 was allotted to the Promoter.
- F. Vide Memo No. 21 (Conv)/2257/1(3)/SDL-BRP/17 dated 27th November 2017 issued by the Sub – Divisional Land & Land Reforms Officer (SDLLRO) Baruipur, the land use in respect of the said Project Land was converted from ‘Shali’ to ‘Bahutal Abasan’
- G. The Promoter has submitted the requisite plans to the Rajpur Sonarpur Municipality for the purpose of sanction of the Project and pursuant thereto, has gifted to the Rajpur Sonarpur Municipality, splay portion and other portions for road widening (detailed in the Second Schedule hereunder).
- H. The Project Land has been earmarked for the plotted development of a commercial and residential project and to be known as “**SAMYRA PARK**”.
- I. The Promoter has caused to have Building Plan being sanctioned by Rajpur-Sonarpur Municipality for construction of two buildings consisting of ground plus three floors (one each on Block A and Block B, respectively) at the Project Land (hereinafter referred to as the “**Project**”) being Building Sanction Plan No 1491/CB/02/11 dated 14<sup>th</sup> November, 2014 and renewed on 14<sup>th</sup> November, 2017 for holding No.1646 being Block “A” and 1491/CB/02/51 dated 14<sup>th</sup> November, 2014 renewed on 14<sup>th</sup> November, 2017 for holding No. 1445 being Block ‘B’.
- J. The Promoter has obtained the final layout plan, Sanctioned Plan (as may be amended and supplemented from time to time at the instance of the Developer in accordance with Applicable Law), specifications and approvals for the

Project and also for the apartments /shops to be constructed thereat from Rajpur-Sonarapur Municipality.

- K. The Promoter shall register the Project under the provisions of the Act (defined below) with the Real Estate Regulatory Authority at Kolkata as and when the registration process is made available to promoters/developers in West Bengal. Once registered, the registration number and other details may be made available to the Allottee upon request.
- L. 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 Project Land on which Project is to be constructed have been completed.
- M. The Allottee [had applied for/ is desirous of purchasing] a residential apartment in the Project and pursuant to the same has been allotted apartment no. \_\_\_\_\_ having One / Two / Three Bedroom having carpet area (as per the Act) of \_\_\_\_\_ Sq. Mt. (equivalent to \_\_\_\_\_ square feet), on \_\_\_\_\_ floor of the Building i.e., [Block A/ Block B] together with right to use vehicle parking space containing an area of \_\_\_\_\_ Sq. Mt. (equivalent to \_\_\_\_\_ Sq. Ft.) bearing no. \_\_\_\_\_ in the covered / uncovered area of the ground floor of the said Building and together with pro rata undivided impartible indivisible share in the Common Areas of the said Building and further together with proportionate undivided share in the land underneath the said Building i.e., [Block A/ Block B] attributable to the said [apartment/unit] (the said unit No. hereinafter referred to as the **“Designated Unit”** and more fully and particularly described in the **THIRD SCHEDULE** hereunder written);
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- P. 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.

- Q. 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 Designated Unit.

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

Unless otherwise defined herein or in the Act, in this Agreement unless it is contrary or repugnant to the context or meaning, the following expressions shall have the meaning given against each of them:

- (i) **"ACT"** means the Real Estate (Regulation and Development) Act, 2016 (as amended and supplemented from time to time);
- (ii) **"APPLICABLE LAW"** shall mean all laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (iii) **"REGULATIONS"** means the Regulations made under the Act;
- (iv) **"RULES"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act;
- (v) **"SECTION"** means a section of the Act;
- (vi) **"ARCHITECT"** shall mean Shri Buddhiswar Naskar of C/2 Sree Nagar Main Road, Garia Station, PO. Panchasayar, Kolkata - 700 094 having License No 519 issued by Rajpur Sonarpur Municipality being appointed as Architect for the Project and its associates as structural consultant/supervising engineers to the Project or architects or any other firm appointed by the Promoter from time to time;

- (vii) **“SANCTIONED PLAN”** shall mean the plan sanctioned for the Project by the Rajpur Sonarpur Municipality vide Building Sanction Plan No 1491/CB/02/11 dated 14<sup>th</sup> November, 2014 and renewed on 14<sup>th</sup> November, 2017 for holding No. 1646 being Block “A” and 1491/CB/02/51 dated 14<sup>th</sup> November, 2014 renewed on 14<sup>th</sup> November, 2017 for holding No. 1445 being Block ‘B’ and shall also include all revisions, modifications, alterations and additions thereof as may be obtained by the Promoter from time to time, subject to compliance of the Act;
- (viii) **“BUILDING”** shall, as the context may require, mean the either of Block A or Block B, collectively named **SAMYRA PARK** [constructed/ proposed to be constructed], by the Promoter as per the Sanctioned Plan comprising of various self-contained units, constructed spaces and Parking Spaces (both open and covered) capable of being held and/or enjoyed independently of each other on ownership basis, as per the specifications mentioned in the **FOURTH SCHEDULE** hereunder written.
- (ix) **“UNIT”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or shop or commercial space or by any other name, means a separate and self-contained part of the Building in the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in the Building, used or intended to be used for any purpose;
- (x) **“PARKING SPACE”** shall mean covered parking spaces in the ground floor of the Buildings in the Project and also the open parking spaces in the open compound or Common Driveway between the two blocks of the Project as expressed or intended by the Promoter at its sole discretion for parking of vehicles;
- (xi) **“CARPET AREA”** shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, columns, internal columns, areas under services shafts, Covered Balcony and/or Open Terrace Area but includes the area covered by the internal partition walls, as more particularly defined in the Act and certified by the Architect upon completion of the Project;

- (xii) **“SUPER BUILT-UP / SALEABLE AREA”** of a Unit shall mean the Carpet Area, Covered Balcony and/or Open Terrace Area together with the proportionate share in the Common Portions, Parts and Common Areas attributable to such Unit at any point of time, as may be certified by the Architect, which certification shall be binding on the Parties.
- (xiii) **“COMMON PORTIONS, PARTS AND COMMON AREA” or “COMMON AREAS”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, Common Driveway between Block A and Block B, amenities, that may have been may be built or installed or by the Promoter from time to time for the use and enjoyment thereof by all the allottees of the relevant Building and have been more fully and particularly set out in **Part A** of the **FIFTH SCHEDULE** hereunder written.
- (xiv) **“COMMON DRIVEWAY”** shall mean and include the open land area between Block A and Block B forming a common driveway for the purpose of ingress and egress of vehicles to be parked in the Parking Spaces and which shall, only be used for parking by the unit owners if allotted exclusively to a unit owner by the Promoter, as per its discretion.
- (xv) **“COMMON EXPENSES”** shall mean and include the expenses for Common Purposes as mentioned in **Part B** of the **FIFTH SCHEDULE** hereunder written to be paid borne and contributed by the allottees of the Project for Common Purposes;
- (xvi) **“CAM CHARGES”** shall mean the proportionate share of Common Area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Designated Unit, the Buildings, Project and the Common Areas including costs of insurances, supervisory expenses and proportionate tax for the Common Areas but excluding property taxes payable in respect of the various other units.

- (xvii) **“COMMON PURPOSES”** shall include the purposes of managing and maintaining the Project, the Building(s) and in particular the Common Areas, rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas in common;
- (xviii) **“MAINTENANCE AGENCY”** shall mean M/s Nidhi Nilayam P Ltd having its registered office at 11/3A Old Ballygunge 2<sup>nd</sup> Lane, Kolkata, 700019 or such other entity as may be appointed by the Promoter, from time to time, for the Common Purposes till such time the maintenance of the Project is handed over to the Association.
- (xix) **“ASSOCIATION”** shall mean an association of all the unit owners of the Project (including the Promoter for such units of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed by the unit owners in accordance with Applicable Law at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (xx) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- (xxi) **“Singular”** number shall include the **“Plural”** and vice versa.

## 1. TERMS:

- (i) On the assurance of the Allottee having understood and being fully acquainted with the scheme of development of the Project and 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 Designated Unit.

- (ii) The Total Price for the Designated Unit and appurtenances is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**"):

<b>Holding / Block No</b>	[Block A / B] [Holding No.: 1646 / 1445]
<b>Designated Unit No.</b>	.....
<b>Type</b>	1 / 2/ 3 bedroom
<b>Floor</b>	First / Second / third
<b>Carpet Area as per the Act (in Sq. Ft.)</b>	
<b>Exclusive Covered Balcony and/or Open Terrace Area (in Sq. Ft.)</b>	
<b>Super Built-Up/ Saleable Area (in Sq. Ft.)</b>	
<b>Price of Designated Unit (Super Built Up/ Saleable Area) (in Rs.)</b>	
<b>Reservation of right of Parking Space</b>	Reserved/Not reserved
<b>1 - Type</b>	1 - Covered / Uncovered/Not Applicable
<b>2 - Size</b>	2 - Area in sq ft/ Not Applicable
<b>3 - Location &amp; Slot Number</b>	3 - Marked on plan enclosed/ Not Applicable
Total value of reserving the Parking space/s	Rs ..... /-
Total Consolidated Price of the Designated Unit (in Rs.) without Taxes	Rs ..... /-
<b>Taxes on the Consolidated Price (in Rs.)</b>	Rs ..... /- The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
<b>TOTAL PAYABLE TO THE PROMOTER (A)</b>	Rs ..... /-

<p><b>Extra Charges / Deposits</b></p> <p><b>1. Common Electricity</b></p> <p><b>2. Lawyer's / Project Advocate's Fee</b></p> <p><b>3. Association formation charges</b></p> <p><b>4. Stamp &amp; registration fee and other incidental expenses for Registration</b></p> <p><b>5. Deposit to cover the estimated maintenance of 12 months</b></p> <p><b>6. Security Deposits/ Sinking Fund</b></p>	<p>Payable directly to the Promoter or at its instructions, to the relevant service providers wherever applicable.</p> <p>Rs ...../- Rs 30 Per sq ft of Super Built-Up/ Saleable Area payable to the Promoter as reimbursement for obtaining common electricity.</p> <p>Rs. 12,000/-</p> <p>Rs. 5,000/-</p> <p>As applicable</p> <p>Rs ..... /- Rs. 30/- per Sq. Ft. of Super Built-Up/ Saleable Area to the Maintenance Agency i.e., M/s Nidhi Nilayam P Ltd</p> <p>Rs ...../- Rs 5/- per Sq. Ft. of Super Built-Up/ Saleable Area to the Promoter to be transferred to Association.</p>
<p><b>Taxes on Extra Charges (in Rs.)</b></p>	<p>The Goods &amp; Service Tax and any other applicable tax</p>

	on the Extra Charges shall be payable by the Allottee as per prevalent rates
<b>TOTAL PAYABLE AS EXTRAS (B)</b>	Rs ...../-
<b>Total Price (in Rs.) (A+B)</b>	<b>Rs...../-</b> <b>Sum total of Consolidated Price, Extra Charges and Taxes</b>

*##The above computation has been prepared assuming that the Allottee will also purchase a vehicle parking space. In case the Allottee doesn't, necessary changes to this draft will be carried out on a case to case basis.*

Explanation:

- (a) The Total Price above includes the booking amount (if any) paid by the Allottee to the Promoter towards the Designated Unit;
- (b) The Total Price above includes taxes payable by the Allottee and also include taxes consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called up to the date of deed of conveyance and/or handing over the possession of the Designated Unit to the Allottee, whichever is earlier, after obtaining the completion certificate.

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

- (c) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make payment demanded by the Promoter within 30 (thirty) days of the Promoter's demand and in the manner specified in such demand. 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.

- (d) The Total Price of Designated Unit includes recovery of price of land, construction of not only the Designated Unit but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the Designated Unit, lift, water line and plumbing, finishing with plaster of paris, tiles, doors and windows in the Common Areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Unit and the Project described herein at the **FOURTH SCHEDULE** and the **FIFTH SCHEDULE**.
- (iii) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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 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.
- (iv) The Allottee(s) shall make the payment as per the payment plan set out in the **EIGHTH SCHEDULE** hereunder written ("**Payment Plan**").
- (v) The Promoter may allow, in its sole discretion, a rebate for early payments of instalments (in case of Down Payment Scheme) payable by the Allottee by discounting such early payments @9% (nine percent) 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.
- (vi) It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the

**FOURTH SCHEDULE** and the **FIFTH SCHEDULE** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Designated Unit as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may, in its discretion, against extra costs payable by the Allottee 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.

- (vii) The Allottee agrees that he/they/it is/are aware that the Promoter is developing and/or proposing to develop each of Block A and Block B and occupants of both Block A and Block B will be entitled to use the Common Areas, amenities, facilities and installations only in Block A or Block B, as the case may be. The Allottee also agrees that he/they/it is/are aware that the Promoter has caused to be developed a Common Driveway between Block A and Block B which shall be used for ingress and egress and shall contain vehicle Parking Spaces. Such Parking Spaces shall be used by exclusively by the unit owners in the Project who have been allotted such Parking Spaces for parking of their respective vehicles. The Allottee agrees to not raise a demand, dispute, claim and/or any other similar assertion with respect to the same. The Allottee further agrees that it shall use the Common Driveway only for ingress and egress without disturbing the use of the vehicle Parking Spaces exclusively allotted to the above mentioned unit owners.
- (viii) The Allottee agrees that it shall under no circumstances, obstruct the parking space of another unit owner. It further understands that there various parking spaces in the Project will be used as back-to-back parking spaces and the Allottee shall ensure that its vehicle does not hinder or obstruct the usage by other unit owners of their respective parking spaces (including those being used on a back-to-back basis). The Allottee shall fully cooperate with the other unit owners in this regard.
- (ix) The Allottee understands that the unit owners of the commercial shops shall have the exclusive right to use the patio in the front portion appurtenant to their respective units save and except for any maintenance and emergency purpose as may be required by the

Promoter/ Maintenance Agency/ Association and the Allottee shall not question and/or encroach upon such patios in front of the commercial shops.

- (x) The Allottee shall not access the passage leading from the front patio to the toilet and water point on the eastern side of Block A that has been provided for the exclusive use and enjoyment of the commercial unit owners, except for the purpose of maintenance of water, drainage, electricity, security and other general maintenance of the Common Areas and any emergency as may be necessitated. Such access shall either be exercised by the Promoter/Association/Maintenance Agency or by the Allottee, with the prior written permission of the Promoter/Association/Maintenance Agency. The decision of the Promoter/Association/Maintenance Agency in this regard shall be final and binding on the Allottee.
- (xi) The Allottee shall allow commercial unit owners the use of the Common Areas (through the Promoter/ Association/ Maintenance Agency) for the limited purpose of maintenance of commercial unit owners' shops and patios appurtenant to their respective shops and the exclusive passage and waterpoint. For the avoidance of doubt, if any commercial unit owner has reserved a vehicle parking, then the above right shall be in addition to such commercial unit owner's right to use and access the Common Area for ingress and egress.
- (xii) The rights of the Allottee are limited to ownership of the unit No. \_\_\_\_\_ together with right to use vehicle parking space containing an area of \_\_\_\_\_ Sq. Mt. (equivalent to \_\_\_\_\_ Sq. Ft.) bearing no. \_\_\_\_\_ in the covered / uncovered area of the ground floor together the proportionate undivided and impartible share in the land underneath the Building i.e., [Block A/ Block B] together with a pro rata undivided impartible indivisible share in the Common Areas of such Building and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- (xiii) The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate for all the units in such Building are obtained, by furnishing details of the changes, if any, in the Carpet Area. The Total

Price payable shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area specified herein, 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 found to have been paid by the Allottee. If there is any increase in the Carpet Area, allotted to Allottee, the Promoter may demand the increased amount 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 para 1 (ii) of this Agreement.

- (xiv) Subject to para 9 (c) the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Unit as mentioned below:
- (a) The Allottee shall have exclusive ownership of the Designated Unit.
  - (b) The Allottee shall also have undivided proportionate share in the Common Areas of the Building. Since the share interest of the Allottee in the Common Areas of the Building is undivided and cannot be divided or separated, the Allottee shall use such Common Areas along with other occupants, maintenance staff etc. of the Building, without causing any inconvenience or hindrance to them and as per the rules made in this respect. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of CAM Charges and other charges as applicable. It is clarified that the Maintenance Agency shall hand over the Common Areas of the Project to the Association after duly obtaining the completion certificate from the relevant authority as provided in the Act.
  - (c) That the computation of the price of the Designated Unit includes recovery of price of land, construction of not only the Designated Unit but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the Designated Unit, lift, water line and plumbing, finishing with plaster of paris, tiles, doors and windows in the Common Areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and

specifications to be provided with the Designated Unit and the Project;

- (xv) It is made clear by the Promoter and the Allottee agrees that the Designated Unit along with the right to use the Parking Space allotted to the Allottee 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 Project 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 Building's facilities and amenities as per the FOURTH SCHEDULE and the FIFTH SCHEDULE hereunder written shall be available only for use and enjoyment of the unit owners of the Building. For the purpose of integration of infrastructure for the benefit of the unit owners of the Project, the Allottee agrees that it is necessary and beneficial for the Common Driveway to be provided by the Promoter for the purposes of smooth ingress and egress of the unit owners of the Project.
- (xvi) The Allottee further agrees that the Promoter has allotted or shall allot commercial units within the Project to various persons/entities and such commercial unit owners shall have all the customary rights in relation to the common areas available (to the extent of the common facilities used by them) subject to payment of their proportionate common area maintenance charges. The commercial unit owners shall also be allowed the right to use vehicle parking spaces within the Project (if allotted by the Promoter). These commercial unit owners shall be associate members in the Association.
- (xvii) The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, CAM 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Unit to the Allottee,

the Promoter agrees to be liable, even after the transfer of the Designated Unit, 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. Provided that notwithstanding anything contained herein, upon handing over the possession of the Designated Unit to the Allottee or registration of the Deed of Conveyance, whichever is earlier, all outgoings of the Designated Unit (including municipal or other local taxes, charges for water or electricity, CAM Charges, and such other liabilities payable to competent authorities which are related to the Designated Unit) shall be payable by the Allottee.

- (xviii) The Allottee has paid a sum equivalent to 9.99% of the Total Price of the Designated Unit as booking amount being part payment towards the Total Price of the Designated Unit 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 Designated Unit 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- (xix) The Promoter has agreed to sell, transfer and the Allottee has agreed to purchase and acquire ALL THAT the Designated Unit being Unit No. "\_\_\_" on the \_\_\_\_ Floor of the Block "\_\_\_" at 1646/1445 Dhalua Border Road, Kolkata 700152, having One / Two / Three Bedroom apartment having carpet area (as per the Act) of \_\_\_\_\_ Sq. Mt. (equivalent to \_\_\_\_\_ square feet), on \_\_\_\_\_ floor in [Block A/Block B] of the Building together with right to use vehicle parking space containing an area of \_\_\_\_\_ Sq. Mt. (equivalent to \_\_\_\_\_ Sq. Ft.) bearing no. \_\_\_\_\_ in the covered / uncovered area of the ground floor and together with pro rata undivided impartible indivisible share in the Common Areas of the relevant Building only and further together with together with proportionate undivided share in the land beneath Building i.e., Block A/ Block B attributable to the said [apartment/unit] as per specifications as mentioned in **FOURTH SCHEDULE** on ownership basis free of all encumbrances, charges, liens, lispendens, attachment, trusts, whatsoever or howsoever at and for the consideration and subject to the terms and conditions herein contained.

- (xx) The Allottee shall in addition to the aforesaid pay extra charges or costs as mentioned in **SIXTH SCHEDULE** hereunder written.
- (xxi) That the Allottee shall pay to the Maintenance Agency / Association deposits as stated in **SEVENTH SCHEDULE** hereunder written.
- (xxii) Till the date of handing over of possession or registration of the deed of conveyance, whichever is earlier, the Promoter shall be liable to pay all municipal rates and taxes, local taxes, charges for water or electricity, CAM Charges, in respect of the Designated Unit. However, upon handing over of possession or registration of the deed of conveyance, whichever is earlier, all charges, expenses, levies, taxes and other costs in respect of the Designated Unit shall be borne by the Allottee only.

**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 [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of Ortem Credit Pvt Ltd payable at Kolkata.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- a. 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 there under 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 its/his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; it/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.

- b. The Promoter accepts no responsibility in regard to matters specified in para (a) above. The Allottee shall keep the Promoter (and its employees, directors, servants and agents) 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 the Allottee and such third party shall not have any right in the application/allotment of the said Designated 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 it/ him/her under any head(s) of dues against lawful outstanding of the Allottee against the Designated Unit, if any, in its/his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS OF ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Designated Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, 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 the Payment Plan.

6. **CONSTRUCTION OF THE PROJECT / DESIGNATED UNIT:**

The Allottee has seen and accepted the proposed layout plan, specifications, amenities and facilities of the Designated Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement. The Promoter 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 Act 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 DESIGNATED UNIT:**

a. **Schedule for possession of the said Designated Unit**

The Promoter agrees and understands that timely delivery of possession of the Designated Unit to the Allottee and the Common Areas to the Designated Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Designated Unit along with ready and complete common areas with all specifications, amenities and facilities of the Building in place within **30<sup>th</sup> June 2022** with a grace period as granted by the Real Estate Regulatory Authority subject to delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the 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 Designated 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. After refund of the money paid by the Allottee, the Allottee agrees that it/ he/she shall not have any rights, claims etc. against the Promoter and/or the Designated Unit and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**b. Procedure for taking possession**

The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Designated Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of the issue of the completion certificate.

Provided that the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of such completion certificate, subject to the Allottee discharging all its obligations (including payment obligations) contained in this Agreement.

Provided further that the Allottee may, upon a written intimation by the Promoter stating that the Architect has confirmed that the Designated Unit is (1) ready to be occupied and is in habitable condition; and (2) the lift in the Building where such Designated Unit is located is functional, may accept possession of the Designated Unit upon being so intimated by the Promoter.

Provided if the Allottee takes such possession and pays the Total Price, stamp duty, registration charges etc., and gets the conveyance registered in its favor, 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 CAM Charges as determined by the Maintenance Agency/Association, as the case may be after taking possession of the Designated Unit and/or registration of the Deed of Conveyance, whichever is earlier. The Promoter shall hand over the copy

of the completion certificate of the Designated Unit or the written intimation referred to above, as the case may be, to the Allottee at the time of conveyance of the same.

**c. Failure of Allottee to take Possession of Designated Unit**

Upon receiving a written intimation from the Promoter as per Para (b), the Allottee shall within the period mentioned in such intimation take possession of the Designated 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 Designated Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para (b), such Allottee shall continue to be liable to pay CAM Charges as specified in para (b) and all taxes and outgoings relating to the Designated Unit and for all damages to the Designated Unit and/or other parts of the Building i.e., the Allottee would have been deemed to have taken possession of the Designated Unit.

**d. Possession by the Allottee**

After obtaining the completion certificate or handing over physical possession of the Designated Unit to the Allottee, as the case may be, it shall be the responsibility of the Promoter to hand over the documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the local laws.

**e. Cancellation by Allottee**

The Allottee shall have the right to cancel/ withdraw its 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 an amount equal to the sum of (i) 9.99% of the Total Price being the Booking Amount, (ii) all interest liabilities of the Allottee accrued till date of cancellation, (iii) brokerage paid to real estate agent/broker (if any) (iv) stipulated charges on account of dishonor of cheques, (v) administrative charges as per Promoter's policy (collectively

“**Cancellation Charges**”) and applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation or upon resale of the Designated Unit whichever is earlier subject to execution and registration of the Deed of Cancellation as mentioned hereinafter. The Allottee is also required to execute and present for registration a Deed of Cancellation of the allotment and the Allottee hereby agrees to do so at his own cost and expenses without any claim charge and demand and only on registration of such Deed of Cancellation of allotment, shall the Allottee be entitled to refund of the balance amount.

**f. Compensation**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title to the Project Land, on which the Project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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 Designated Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para (a); 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 by the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated 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 if the Allottee does not intend to withdraw from the Project, 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 Designated Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES:**

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

- a. The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Promoter has absolute, actual, physical and legal possession of the Project Land;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c. As on the date of this Agreement, there are no encumbrances upon the Designated Unit and appertaining share in the Project Land or in the Project;
- d. There are no litigations pending before any Court or law or Authority with respect to the Project Land, Project or the Designated Unit;
- e. Save as otherwise disclosed to the Allottee, all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated 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 Project, Project Land, Building and Designated Unit and Common Areas (save as otherwise disclosed to the Allottee);
- f. 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;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and

the said Designated Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Designated Unit to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Unit to the Allottee and possession of the Common Areas to the Association upon the same being registered or the competent authority as the case may be;
- j. The Designated 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 Designated Unit;
- k. 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 either till the Allottee takes over possession or gets a deed registered, whichever is earlier, or till the completion certificate has been issued and proportionate share (attributable to the Designated Unit) thereof till the period mentioned in the intimation to the Allottee to take possession of the Designated Unit along with use of Common Areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the Association when registered or the competent authority, as the case may be;
- l. 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 Project Land and/or the Project.
- m. That the Project Land is not WAQF property.

- n. The Promoter has, as per the Sanctioned Plan and norms of the Municipality, provided for a soak pit and septic tank for the Project and has also done all internal water connections for the entire Project.
- o. In terms of the approval given by CESC Ltd., the Promoter has applied / obtained the main electricity line for the Project. The Allottee shall be entitled to take sub meters from CESC Ltd., at its own cost, for which, the Promoter shall not be accountable or responsible.

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

- a. It shall not interfere in any manner whatsoever in any connection with the construction of the Building/s, the Project or any part thereof by the Promoter and/or building contractor appointed by the Promoter except in respect of finishes, mentioned specification of construction etc.
- b. It has been made aware and has acknowledged that the Promoter may, in future, avail of construction finance, project loans or any other financial assistance by providing the Project Land as security for due repayment of such financial assistance (save and except those spaces, units and the Designated Unit which have been sold and transferred with a corresponding proportionate undivided share and interest in the land underneath the Building). The Allottee agrees that for the foregoing purpose, no consent (whether verbal or written) will be required from the Allottee and by executing this Agreement, the Allottee is deemed to have approved and consented to such right available with the Promoter.
- c. It shall pay the proportionate share of municipal rates and taxes levied by any statutory authorities and to pay all charges for electric, gas, telephone and other facilities on and from the date on which the deed of conveyance in respect of the Designated Unit is registered, or possession is handed over to the Allottee, whichever is earlier.
- d. It shall not do any act or deed whereby the Promoter's rights and obligations hereunder are prejudicially affected.
- e. It shall not throw any rubbish or store any combustible articles in the Common Areas.

- f. It shall not carry on any illegal or immoral activities in the Designated Unit.
- g. It shall not decorate or paint otherwise so as to alter the exterior of the said Designated Unit save in accordance with the general scheme thereof as specified by the Promoter.
- h. It shall not claim any partition or sub-division of the Project Land, the land underneath the Building or the Common Areas.
- i. It shall not divide the Designated Unit into smaller units.
- j. It shall not make civil and structural changes inside or outside the Designated Unit.
- k. It shall maintain the Designated Unit in good, habitable and tenatable condition and if so necessary make all necessary repairs for proper enjoyment of the Project by other unit owners. It being agreed between the Parties that notwithstanding any sub-letting, leave and license and/or other similar arrangements that the Allottee may enter into with any third person, the Allottee shall, at all times, remain responsible for the compliance of the terms hereof (including timely payment of CAM Charges, abiding by the rules framed by the Association/ Maintenance Agency etc.) and the Promoter shall, in no manner, be responsible for the compliance and/or non-compliance by any tenant, assignee, lessee and/or licensee of the Allottee for the purposes of this Agreement and the Designated Unit.
- l. All matters in relation to maintenance and other related items (including insurance) shall be decided by the Promoter and/or the Maintenance Agency and/or the Association, as the case may be.
- m. It shall install Grill only as per approved design.
- n. It shall install window/split air conditioner at designated space(s) provided in the said Designated Unit and in case it wishes to make any changes to such spaces, it/he/ she shall do so only with prior written approval from the Promoter.

- o. It agrees and acknowledges that the Promoter has the exclusive rights for further or future development by construction of further flats or by construction of additional floors subject to permissions being granted by Rajpur-Sonarpur Municipality. In such circumstances the Allottee agrees that the proportionate undivided common share in the land underneath the Building and/or in the Common Areas shall be allowed to be varied and/or reduced and the Allottee doth hereby covenants and agrees to the same.
- p. It covenants not to seek possession of the Designated Unit until the Total Price (to the extent payable), interest, default penalties together with deposit as stated herein are paid to the Promoter in accordance with the terms hereof.
- q. It further covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Unit in the records of the Rajpur Sonarpur Municipality, shall be solely to its own account without any reference and/or risk to the Promoter.
- r. The Allottee expressly agrees that the responsibility of the Promoter for providing amenities and facilities such as lighting, landscaping, cleaning, laying of pipelines for plumbing and laying of electrical lines shall only be limited to the Project Land and not to the main roads, internal roads and/or any other area outside the Project Land. The responsibility of providing such amenities and facilities outside the Project Land shall be of the Rajpur Sonarpur Municipality and in consideration of the same, the Promoter has already paid a consolidated development fee of Rs. 1,59,282/- (Rupees One Lakh Fifty-Nine Thousand Two Hundred and Eighty-Two only) for Holding No 1646 i.e., Block A and Rs. 1,09,608/- (Rupees One Lakh Nine Thousand Six Hundred and Eight only) for Holding No. 1445 i.e., Block B and a drainage fee of Rs. 71,000/- (Rupees Seventy-One Thousand only) for Holding No. 1646 i.e., Block A and Rs. 83,545/- (Rupees Eighty-Three Thousand Five Hundred and Forty-Five Only) for Holding No. 1445 i.e., Block B to the Rajpur Sonarpur Municipality. The Allottee undertakes that the Promoter shall not be held accountable for any act, omission, matter, deed or thing done by the statutory authorities and it shall not exert any claim or demand against the Promoter, in this regard.

- s. The Allottee covenants not to, at any point of time, enclose or butt the Parking Space by way of constructing a wall or enclosing the same with a grill.
- t. The Allottee undertakes and confirms that the Allottee and its advisors (including its engineer, architect, its advocate) have satisfied themselves with respect to the size, quality, validity, title, genuineness and all other attributes of the Designated Unit, the Building, and the Project and for which, it shall not raise any claim and/or demand at any time in the future.
- u. The Allottee agrees that each Unit owner of a commercial shop shall be exclusively entitled to use and enjoy the open patio appurtenant to the commercial shop he or she has bought.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- a. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
  - 1. Promoter fails to provide ready to move in possession of the Designated Unit to the Allottee within the time period specified under this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Designated Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate, Architect's certificate or completion certificate, as the case may be, has been obtained.
  - 2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made there under.
- b. In case the Allottee complies with his obligations under this Agreement and there is default by Promoter under the conditions listed above, Allottee is entitled to the following:

1. 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 shall be required to make the next payment without any interest; or
2. The Allottee shall have the option of terminating this 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 Designated Unit, along with interest at the rate prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Designated Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- c. The Allottee shall be considered under a condition of default, on the occurrence of the following events:
  1. 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 amounts at the rate prescribed in the Rules;
  2. In case of default by the Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The balance amount of money paid by the Allottee (other than taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall

be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

**10. CONVEYANCE OF THE SAID DESIGNATED UNIT**

The Promoter, on receipt of Total Price of the Designated Unit as per para 1 (ii) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Unit together with proportionate indivisible share in the Common Areas of the Building 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 or to pay the Total Price and other dues of the Allottee, 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.

**11. MAINTENANCE OF THE BUILDING / DESIGNATED UNIT / PROJECT:**

The Maintenance Agency 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Unit.

**12. DEFECT LIABILITY:**

- a. 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 this Agreement 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 handover of possession of the Designated Unit or the Promoter obtaining the completion certificate, whichever is earlier, 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.

- b. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
  - (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Designated Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes.
  - (b) If there are changes, modifications or alteration in electrical lines and wirings after possession has been given to the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations.
  - (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.
  - (d) If the Allottee after taking actual physical possession of the Designated Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Designated Unit by making any changes in the Designated Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter.
  - (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in buildings and needs to be repaired from time to time. Any cracks developed for reasons other

than as mentioned above, the Promoter shall get it rectified at its own cost.

- (f) If the materials and fittings and fixtures provided by the Promoter or other vendors are not being maintained by the Allottee or its agents in the manner in which same is required to be maintained or have been tampered with or fitted or refitted in non-compliance or ignorance of the product use requirements, product maintenance requirements or annual maintenance requirements as per the manufacturer's guidelines for such material or fittings.
  - (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Designated Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
  - (h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
  - (i) If the annual maintenance contracts and other licenses are not validly maintained by the Association.
- c. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Designated Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF CAM CHARGES**

The Allottee hereby agrees to purchase the Designated Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total CAM Charges, as determined and thereafter billed by the Maintenance Agency appointed or the Association

(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 DESIGNATED UNIT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association shall have right of unrestricted access of all Common Areas, covered/open parking and Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the Association, the Promoter and/or Maintenance Agency to enter into the Designated 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**

Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as Parking Spaces and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, and equipment etc. and other permitted uses as per the Sanctioned Plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as the Allottee's Parking Spaces and the same shall be reserved for use by the Association formed by the unit owners for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:**

- a. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the rules of the Maintenance Agency/ Association and maintain the Designated Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Unit and keep the Designated Unit, 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.

- b. The Allottee further undertakes, assures and guarantees that it/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 Allottee 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 Designated Unit 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 Designated Unit.
- c. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- d. The Allottee covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Apartment in the records of the Rajpur Sonarpur Municipality or BLLRO as applicable, shall be solely to its own account without any reference and/or risk to the Promoter.

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

The Allottee is entering into this Agreement for the allotment of the Designated Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and the 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 Designated Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Designated Unit 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) and/or 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 Designated Unit and if any such mortgage or charge is made or created then notwithstanding any 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 agreed to purchase such Designated Unit.

**20. FORMATION OF ASSOCIATION:**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with Applicable Law. The Promoter and the allottees shall, together, ensure compliance of various laws/regulations as applicable for formation of the Association.

**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 registration authority 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 concerned registration authority 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 shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its Schedules and Annexures, 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 Designated Unit.

**23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties by means of a Supplementary Agreement in writing duly signed by the parties hereto and, if required, duly stamped and registered, the costs for which shall be borne by the Allottee.

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

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 the 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.

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 there under 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 there under or the Applicable Law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**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, Built-up or Super Built-Up/ Saleable Area of the Designated Unit bears to the total Carpet, Built-up or Super Built-Up/ Saleable Area of the Project.

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be 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, in Kolkata. 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 concerned registration authority. 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 specified below:

Allottee:

\_\_\_\_\_ Name of Allottee \_\_\_\_\_ (Allottee Address)

Promoter:

ORTEM CREDIT PRIVATE LIMITED at Agrawal House, 2<sup>nd</sup> Floor, 2, St. Georges Gate Road, Hastings, Police Station – Hastings, Post Office – Kidderpore/Hastings, Kolkata - 700 022.

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 Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and 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 by referring the disputes to arbitration before **Mr. Jayjit Ganguly** who shall be sole arbitrator for adjudication of the disputes/the Arbitral tribunal constituted under the provisions of the Arbitration and Conciliation Act, 1996.

*[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 setout above or the Act and the Rules and Regulations made there under.]*

**34. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Designated Unit prior to the execution and registration of this Agreement for sale for the Designated Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the Regulations.

**35. JURISDICTION:**

The Courts at Alipore and Baruipur alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement to the exclusion of all other courts.

36. This Agreement is made between the parties on Principal to Principal Basis and nothing contained herein shall deem to mean Joint Venture, Partnership or Agent.

37. The Schedules and Annexures to this Agreement are part and parcel of this Agreement and shall be considered and read as such. It is expressly clarified that any breach of the terms and conditions of the Schedules would amount to a breach of this Agreement.

38. The Allottee shall be responsible for paying stamp duty and registration fees (if any) as applicable for this Agreement.
39. In case the Allottee nominates any other third party to purchase the Designated Unit or nominates any other third party to be put in its place and stead in this Agreement, in that case, the Allottee would be liable to pay a sum of Rs.250/-

per sq ft. of the Super Built Up / Saleable Area together with legal costs, documentation charges and nomination bargain money.

40. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**FIRST SCHEDULE**

**PART A**  
**(DESCRIPTION OF THE PROJECT LAND)**

**ALL THAT** demarcated piece and parcel of Vastu land measuring 7 (seven) Cottahs 21 (twenty-one) Sq. Ft. (equivalent to 470.27 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188, of Mouza-Dhelua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2 within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [ Earlier Sonarpur], P.O. Dhelua, District 24 Parganas (South) more fully shown in the plan annexed hereto at Annexure A and bordered **Green**, butted and bounded as follows:

On the **North** : By 20' wide Dhalua Border Road  
 On the **South** : By Part of L R Dag No 111  
 On the **West** : By 16' Common Passage  
 On the **East** : By RS Dag No 107.

**PART B**  
**(DESCRIPTION OF BLOCK A)**

**ALL THAT** demarcated piece and parcel of Vastu land measuring 4 (four) Cottahs 3 (three) Chittacks and 9 (nine) Sq. Ft (equivalent to 280.945 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188 , of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2, having Holding No. 1646 at 1646/1445 Dhalua Border Road, Kolkata 700152, within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur], P.O. Dhelua, District 24 Parganas (South) more fully shown in the plan annexed hereto at Annexure A and bordered **Red**, butted and bounded as follows:

On the **North** : By 20' wide Dhalua Border Road  
 On the **South** : By Part of L R Dag No 111 / Holding no 1445  
 On the **West** : By 16' Common Passage  
 On the **East** : By RS Dag No 107

**OR HOWSOEVER OTHERWISE** the same may be butted and bounded, known number, called described and / or distinguished.

**PART B**  
**(DESCRIPTION OF BLOCK B)**

**ALL THAT** demarcated piece and parcel of Vastu land measuring 2 (two) Cottahs 13 (thirteen) Chittacks and 12 (twelve) Sq. Ft (equivalent to 189.323 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188 , of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2, having Holding No. 1445 at 1646/1445 Dhalua Border Road, Kolkata 700152, within jurisdiction of the Sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur], P.O. Dhalua within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur] District 24 Parganas (South) more fully shown in the plan annexed hereto at Annexure A and bordered **Blue**, butted and bounded as follows:

On the <b>North</b> :	By LR No 111/ Holding no 1646
On the <b>South</b> :	By Part of RS Dag No 107, LR No 111
On the <b>West</b> :	By 16' Common Passage
On the <b>East</b> :	By RS Dag No 107

**OR HOWSOEVER OTHERWISE** the same may be butted and bounded, known number, called described and / or distinguished.

**SECOND SCHEDULE**  
**(Devolution of title concerning the Project Land)**

**Ownership of Nirbhik Roy Choudhury**

- (1) By a Bengali Bikray Kobala dated 20<sup>th</sup> January, 2003 one Smt. Renuka Roy sold, transferred, conveyed, granted, assigned, assured to unto and in favour of Sri Nirbhik Roy Choudhury, All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said

Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No. 5, Page No. 1802-1814, being Deed No. 00444 for the year 2003.

- (2) Accordingly, the said **Nirbhik Roy Choudhury** became the owner of All That piece and parcel of land measuring **3 (three) Cottahs 5 (five) Chittacks** being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South).

#### **Ownership of Meera Baidya**

- (3) By a Bengali Bikray Kobala dated 23<sup>rd</sup> September, 2003, one Smt. Dipti Kundu and Kalpana Kundu sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Meera Baidya All That piece and parcel of land measuring 2 (two) Cottahs (together with the structures standing thereon) being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S.No. 235 under P.S. Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of the District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No. 31, Page No. 2117-2132, being Deed No. 05166 for the year 2004.
- (4) Accordingly, the said **Meera Baidya** became the owner of All That piece and parcel of land measuring **2 (two) Cottahs (together with the structures standing thereon)** being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S.No. 235 under P.S. Sonarpur within District 24 Parganas (South).

#### **Ownership of Joydeb Baidya**

- (5) By a Bengali Bikray Kobala dated 13<sup>th</sup> December, 2004, one Suresh Chandra Sarkar therein referred to as Kobala Data, sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Joydeb Baidya All That piece and parcel land measuring 2 (two) Cottahs 12 (twelve) Chittacks being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J. L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with District Sub Registrar II, Alipore and recorded in Book

No. 1, Volume No. 21 Page No 2627 -264 being Deed No. 3517 for the year 2005.

- (6) By another Bengali Bikray Kobala dated 13th December, 2004, the said Suresh Chandra Sarkar therein referred to as Kobala Data sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Joydeb Baidya All That piece and parcel of land measuring 2 (two) Cottahs 5 (five) Chittacks 15 (fifteen) Sq. Ft. being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with District Sub Registrar IV, Alipore and recorded in the Book No. 1, Volume No. 9 Page No. 2376-2392, being Deed No. 01519 for the year 2005.
- (7) By another Bengali Bikray Kobala dated 29th April, 2005, Gouranga Kundu, Sambhu Nath Kundu, Sankar Kundu, Kartick Chandra Kundu, Rabindra Kundu, Subal Kundu, Shila Paul and Neela Paul sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Joydeb Baidya All That piece and parcel of land measuring 4 (four) Cottahs 12 (twelve) Chittacks being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with Additional District Sub-Registrar IV, Book No. 1, Volume No. 160, Pages No. 87-98, being Deed No. 8282 for the year 2005.
- (8) In the aforementioned circumstances, the said **Joydeb Baidya** became the owner of All That piece and parcel of land measuring **9 (nine) Cottahs 13 (thirteen) Chittacks 15 Sq. Ft.** being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South).

#### **Ownership of Jamuna Sarkar and Pronati Bhattacharya**

- (9) By a Bengali Bikray Kobala dated 6<sup>th</sup> January, 2006 the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 2 (two) Cottahs 12 (twelve) Chittacks. The said Kobala was registered with the office of District Sub Registrar

IV, Alipore and recorded in Book No. 1, Volume No 28 Page No 2994-3021 being Deed No. 03394 for the year 2006.

- (10) By another Bengali Bikray Kobala dated 6<sup>th</sup> January, 2006, the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 2 (two) Cottahs 5 (five) Chittacks 15 (fifteen) Sq. Ft. The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 28 Page no 2972-2993 being Deed No.03393 for the year 2006.
- (11) By another Bengali Bikray Kobala dated 6<sup>th</sup> January, 2006 the said Meera Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That all that piece and parcel of land measuring 2 (two) Cottahs (together with the structures standing thereon) being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S. Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 29 Page No 1-43 being Deed No.03395 for the year 2006.
- (12) By a subsequent Bengali Bikray Kobala dated 13<sup>th</sup> January, 2006, the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 4 (four) Cottahs 12 (twelve) Chittacks. The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 29 being Deed No. 03408 for the year 2006.
- (13) By a subsequent Bengali Bikray Kobala dated 13<sup>th</sup> March, 2006 the said Nirbhik Roy Choudhury sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S. Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, being Deed No. 03628 for the year 2006.

- (14) In the aforementioned circumstances, the said **Jamuna Sarkar and Pronati Bhattacharya** became the joint owners of All That piece and parcel of land measuring **15 (fifteen) Cottahs 2 (two) Chittacks and 15 Sq. Ft.** comprised in the Dag Nos., Khatian No. above mentioned.

**Ownership of the Promoter**

- (15) By an Indenture dated 23<sup>rd</sup> December, 2009, the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the Promoter herein All That piece and parcel of land measuring 4 (four) Cottahs 5 (five) Chittacks and 15 (fifteen) Sq. Ft together with brick built dilapidated structure measuring 110 Sq. Ft being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2642-2656 being Deed No. 13905 for the year 2009.
- (16) By another Indenture dated 23<sup>rd</sup> December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the Promoter herein All That piece and parcel of land measuring 3 (three) Cottahs 2 (two) Chittacks and 30 (thirty) Sq. Ft together with brick built dilapidated structure measuring 138 Sq. Ft being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2673-2688 being Deed No. 13907 for the year 2009.
- (17) By another Indenture dated 23<sup>rd</sup> December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the Promoter herein All That piece and parcel of land measuring 4 (four) Cottahs 5 (five) Chittacks and 15 (fifteen) Sq. Ft together with brick built dilapidated structure measuring 110 Sq Ft being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the

office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2657-2672 being Deed No. 13906 for the year 2009.

- (18) By another Indenture dated 23<sup>rd</sup> December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, to unto and in favour of the Promoter herein All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks together with brick built dilapidated structure measuring 110 Sq. Ft being Dag Nos. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2689-2703 being Deed No. 13908 for the year 2009.
- (19) Thus, in the aforesaid circumstances, **Ortem Credit Private Limited (i.e., Promoter herein)** became the owner of All That piece and parcel of land admeasuring **15 (fifteen) Cottahs 2 (two) Chittacks and 15 (fifteen) Sq. Ft.** comprised in the LR Dag No. 111 & 112, Khatian No. 3521 above mentioned.
- (20) The Promoter has, as per the directions of the Rajpur Sonarpur Municipality, gifted 2 (two) feet wide land for widening of the present 14 (fourteen) feet wide road abutting the Project Land to 16 (sixteen) feet.
- (21) Similarly, the Promoter has also gifted the splay portion in Holding No. 1646 i.e., Block A (as per the rules of the Rajpur Sonarpur Municipality applicable to a corner property) in favour of the Rajpur Sonarpur Municipality
- (22) Out of the land parcel referred to in paragraph 19 above and after taking into account the gifts mentioned in paragraphs 20 and 21 above, a portion of the land is being used as the Project Land.

**THIRD SCHEDULE**  
**(DESCRIPTION OF THE DESIGNATED UNIT)**

**ALL THAT** the residential Unit No. [•] having carpet area as per the Act of [•] square feet, more or less, and exclusive Covered Balcony and/or Open Terrace Area having a carpet area of [•] sq ft more or less and being the

Super Built-Up/ Saleable Area of [•] sq ft more or less on the [•] floor of the [Block A/B having holding no 1646/1445] consisting of a Drawing/Dining cum kitchen room, one/two/three Bed rooms, One Kitchen/ pantry, one/two Toilet/s, and one WC area **TOGETHER WITH** the proportionate undivided indivisible share in the land underneath the Building **TOGETHER WITH** the right to use vehicle parking spaces on the covered/open portion of the ground floor having a carpet area of .....Sq. Ft. each bearing Nos.\_\_, AND **TOGETHER WITH** the right to use the Common Areas of the Building as and when they are constructed and made ready and fit for use to be used with all other unit owners of the Units (including apartments/ shops) [subject to payment of municipal rates and taxes and common maintenance expenses] in the Project named 'SAMARA PARK' at 1646/1445 Dhalua Border Road, Kolkata 700152 within the jurisdiction of the Rajpur Sonarpur Municipality, under P.S. Narendrapur, P.O. Dhalua.

The layout of the Designated Unit is delineated in Red in the floor plan annexed hereto as **Annexure B**, with the carpet area (as per the Act) and Covered Balcony/Verandah and/or Open Terrace Area having been shaded separately and the said vehicle parking spaces are delineated in Red in the plan annexed hereto as **Annexure C** (being the ground floor plan of the Project) showing the central Common Driveway together therewith.

**FOURTH SCHEDULE**  
**(Specifications of Construction of the Building)**

1.	<b>Soil Investigation</b>	Carried Out by Geotest Engineers Pvt Ltd
2.	<b>Foundation</b>	Bali piling throughout save and except Block B which will contain RCC piling.
3.	<b>Super Structure</b>	RCC framed structure.
4.	<b>Anti-termite treatment</b>	Carried out by M/S ABJ Pest Control
5.	<b>Walls &amp; internal Finish</b>	AAC Block/Red brick with Cement Plaster and duly painted.
6.	<b>Elevation:</b>	Modern elevation as per Architect's design.
7.	<b>External Finish</b>	Building Finished with weather proof paints of Asian Paints or similar and parking areas and Boundary wall duly painted.
8.	<b>Drive way / Patio/ Parking</b>	Marble tiles with linear gaps filled with mosaic

	<b>floor</b>	
9.	<b>Ground Floor Lobby</b>	Marble flooring and Walls Decorated with designer Tiles and painted.
10.	<b>Water Supply</b>	One deep tube well with submersible pump and its starter panel directly connected to overhead PVC storage Tanks. Underground reservoir constructed as per municipal plans for future supply of municipal water.
11.	<b>Drainage</b>	Septic tank and Soak pit with all Drainage Pipes shall be of Skipper make.
12.	<b>Elevator:</b>	Multi-passenger lift in each block by Dorado System with all necessary electricals and separate earthing.
13.	<b>Staircase flooring :</b>	Staircases in each block finished with Marble block slabs.
14.	<b>Roof</b>	Ceramic/ Vitrified Tiles Flooring, Sitting Area and water point
15.	<b>Security:</b>	Room and toilet for watch and ward and building staff.
16.	<b>Electricity</b>	CESC three phase Electric Meter installed with necessary main switches, isolator, earthing for Common Purposes, with Common Area lighting.

**(Specifications of Construction of the Designated Unit)**

1.	<b>Walls &amp; Finish</b>	AAC Block/Red brick with Cement Plaster finished with Putty
2.	<b>Flooring:</b>	Vitrified / Ceramic tiles.
3.	<b>Doors:</b>	Entrance and Bedroom Doors having Wooden frames with solid core PF bonded/BWP Grade/ Both sides PVC foil with Entrance door front side finish additionally with CNC. Hardware – Main Door with Godrej Night Latch, eye piece and handle. Bedroom doors with Mortice Lock & tower bolts.  Balcony/Terrace Anodized Aluminium frames with clear glass Sliding Doors with door locking system.  Toilet and WC - PVC frames & doors with handle and bolt.
4.	<b>Windows</b>	Large sized (5' high) anodized Aluminium sliding windows (partly fixed) with 4mm clear glazing finished with Marble at sill level and MS grills coated with anti rust and finished with emulsion paint. Toilets having aluminium louvers.

5.	<b>Toilets Dado</b>	Wall Glazed with decorative coloured Ceramic Tiles up to approx. 6 feet.
6.	<b>Plumbing:</b>	Concealed Plumbing with Skipper brand UPVC / CPVC pipes in kitchen and toilets with hot water piping also. Geysers (not supplied).
7.	<b>C.P. Fittings:</b>	CERA brand CP fixtures including Bath mixer and Health Faucets in all toilets.
8.	<b>Sanitary Fittings:</b>	CERA brand White Sanitary fittings (1 pc EWC with cistern and 1 pc basin per toilet/ WC) Small WC with wall hung commode and in built Cistern.( Not in All Flats -will be changed accordingly)
9.	<b>Kitchen:</b>	Granite Counter Slab with 3" granite skirting fitted with 304 grade stainless steel sink of CERA make. Ceramic Tiles upto 2'3" height (including granite skirting) above Counter and marble slab shelf below the counter. One additional tap below sink. Back Side/ Non slab area also tiled upto equal height of appx 5'.
10.	<b>Electricals:</b>	DB Box with appx 40-amp Isolator and adequate MCBs, concealed with Polycab or equivalent copper wire, MCD and modular switches of Legrand or equivalent make. Conduits with GI Wire provided for TV Line in Living and Master Bedroom; Geyser & Exhaust fan points in toilet, Chimney, Refrigerator and water purifier points besides additional 15a & 5a points for other gadgets in kitchen; AC point with wire and starter provided in Master Bedroom; 2 light and 1 fan and 2 no 5a socket points in Bedrooms. (The Allottee shall at his own cost obtain Dish antenna/Cable TV/Internet connection and it's necessary wiring and all other electrical fittings and gadgets)

## **FIFTH SCHEDULE**

### **Part A**

#### **(Common Areas, Common Parts and Common Equipment)**

1. Common passages and the driveways outside the Building on the ground floor excepting Parking Spaces and patio areas specifically allotted to the respective Unit Owners.

2. Boundary walls including its MS grills wherever installed and main and vehicle park gates.
3. The piling, foundations, columns, beams, supports and slabs of the Building.
4. All left open pathway between Parking Spaces, spaces below staircases, Caretaker/security room/s together with service toilets for watch and ward staff on the ground floor of the building.
5. The Central Driveway between Block A and Block B except those reserved for exclusive car parking allotted by the Promoter.
6. The staircase and its landings on all the floors from ground floor up to the top floor roof including MS collapsible gates, doors and windows wherever installed.
7. Lift / Lift well and lift lobbies on all floors and lift Machine Room at the top floor and all its electrical fittings and fixtures.
8. Common passages leading to units on all the three residential and roof floors.
9. Tube well, its pump and allied installations.
10. Underground / semi underground reservoir and overhead Water Tanks, Water pipes and other common installation and spaces required therefore including duct areas for housing the pipes
11. CESC Electric Meter Area with lockable MS grill, electrical wiring, meters, electrical installations including light fittings in staircases and all other common areas in the building and the premises.
12. Drainage and sewers from each Unit/floor inside the ducts to the ground floor main to septic tank and soak pit
13. The final roof and /or terrace for the use and enjoyment of the Allottee in common with other unit owners in the Building along with all its equipment, installation, fixture and fittings.

14. All other such common areas, parts, equipment, installations, fixtures fittings and spaces in or about the said Building as are necessary for passage to usual user and occupancy of the unit in common and as are specified by the Promoter expressly to be the common parts after construction of the Building.
15. The passage leading to the exclusive toilet and water point meant for the exclusive use of the commercial unit owners only for general maintenance purpose, (such as water / drainage / electricity / security etc), of the Common Areas, if necessary (in accordance with Clauses 1(x) and (xi) above).

### **Part B**

#### **(Common Expenses)**

Expenses referred below or of similar nature (whenever incurred by the Promoter, the Maintenance Agency and/or the Association or the person/s and/or agents appointed by them) for the Common Purposes shall be borne by the Allottee. The Allottee shall pay such maintenance charges and expenses in respect of the Designated Unit as CAM Charges (defined above) on and from the date of taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier. The invoice for the said CAM Charges may be raised either monthly and/or any other period as may be decided by the Promoter / Maintenance Agency / Association and the same shall be liable to applicable GST.

1. All costs of maintenance, operating, replacing, painting, rebuilding, reconstructing, decorating, redecorating, and lighting, the Common Areas and also the outer walls, whether on a regular or periodical or annual or emergency basis in particular the roof, drains, and water pipes for all purposes, electric installations, cables and wires in under and upon the said Building and enjoyed and used by the Unit Owners in common or serving more than one unit and parking spaces.
2. All costs of maintenance, operating, replacing, rebuilding, reconstructing, decorating, redecorating related to equipments utilities currently installed or to be installed in future by the Association such as lifts, water pumps, greenery, tube well, other equipments and

furniture etc.as installed and in the Common Areas of the Building or that are used for the common purpose of the unit owners.

3. The salaries or any other type of disbursements of all persons whether in regular or part time or contractual employment.
4. Insurance premium (as applicable).
5. Waste collection and disposal costs.
6. All charges and deposits for supplies of common utilities.
7. Municipal taxes and other outgoings save those separately assessed on the respective units.
8. Cost and overhead charges of establishments for maintenance of the building and for watch and ward staff.
9. Service and overhead charges of the agencies appointed.
10. Payment to qualified professionals such as Chartered Accountant engaged for the purpose of auditing the accounts and statutory filings, architects, chartered engineers and such other professionals for construction and amenities related purposes.
11. All litigation expenses for protecting the title of the Project Land and the Building.
12. All expenses incurred for maintaining the office, general administration and complying the statutory requirements.
13. All such expenses that may be required for providing any additional facility by any authority.
14. All other expenses and outgoings as are deemed to be necessary incidental for the regulating *inter se* rights of the Unit Owners and so far as the same are not the liability of or attributable to any individual Unit Owner.

15. Any Sinking Fund / Reserved Fund if so created be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the units / Allottees and shall only be applied as stated in accordance with unanimous or majority decision of the members of the Association.

**SIXTH SCHEDULE**  
**(Details of Extra Charges)**

1. **Common Electricity** – Common electricity expenses calculated at the rate of Rs. 30 per Sq. Ft. of the Super Built-Up/ Saleable Area being the supply charges, security deposit of CESC and miscellaneous expenses for the supply to the Project for Common Purposes to shall be payable by the Allottee at the time of execution of this Agreement.
2. **Individual Electricity** – The Allottee shall apply on his own for his/her/its individual meter after taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier, and all supply charges and security deposit of the CESC shall be paid by him/her/it directly to CESC together with supply, installation and payment of any additional switches / gadgets as per the requirement of CESC. Such individual meter shall be installed only in the specific space provided in the Building by the Promoter.
3. **Legal Fees** – Fees and expenses on account of legal fees being Rs. 12,000/- shall be payable by the Allottee (for its Unit) directly to the Project Advocate or to the Promoter, as may be decided by the Promoter. The same shall be payable 50% at the time of this Agreement and balance 50% at the time of taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier. In case the Agreement for Sale is required to be registered, an additional sum of Rs.5, 000/- per document is to be paid in addition of the above amount. If there is any reference or need of the Allottee is required, an additional fee may be required to be paid.
4. **Association formation charge** of Rs. 5,000/- per Unit shall be payable once 70% payment of the consideration is made and the same shall be paid directly to the advocate or the Maintenance Agency, as may be decided by the Promoter, for this purpose.

5. Stamp Duty, registration charges and other allied charges and out of pocket expenses for registration of the Deed of Conveyance and other related items (to be paid at least ten days in advance as per the e-assessment slips verified by the Advocate / Solicitor).
6. Any costs and expenses as a result of any delay on the part of the Allottee to complete mutation of the Designated Unit in the records of the Rajpur Sonarpur Municipality or BLLRO as applicable, shall be paid by the Allottee, solely, without any reference and/or risk to the Promoter.

**SEVENTH SCHEDULE**  
**(Details of Deposits)**

1. A sum calculated at the rate of Rs. 30/- per Sq. Ft. on the total Super Built-Up/ Saleable Area of the Designated Unit as interest free security and maintenance deposit to the Maintenance Agency. The amount after deducting the maintenance expenses / GST incurred will be transferred to the Association once the building maintenance is handed over to the same.
2. A sum calculated at the rate of Rs. 5/- per Sq. Ft. of the total Super Built-Up/ Saleable Area of the Designated Unit shall be deposited by the Allottee at the time of taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier, with the Promoter as an interest free security deposit /sinking fund. Such deposit may be appropriated by the Promoter towards any other above mentioned expenses, statutory expenses payable or loss suffered due to any breach of terms of this agreement for the Designated Unit and/or deposits wherever it is payable or becomes due before transferring to the Association's corpus / sinking fund /general fund.
3. GST at applicable rates to be paid simultaneously with the above payments wherever applicable.

**EIGHTH SCHEDULE**  
**(Payment Plan)**

The Total Price shall be paid by the Allottee to the Promoter in installments as follows:

9.99 % of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 15 days from the date of application less amount paid on application	Rs..... /-
10.01% on signing of Agreement within 30 days of Booking amount and GST to all payments made till date	Rs..... /-
10% immediately on completion of the Pile foundation works of the said block and GST applicable	Rs..... /-
10% immediately on completion of (Ground Floor) Roof Slab of the said block and GST applicable	Rs..... /-
10 % immediately on completion of the 1 <sup>st</sup> floor roof casting of the said Block and GST applicable	Rs..... /-
10 % immediately on completion of the 2nd floor roof casting of the said Block and GST applicable	Rs..... /-
10 % immediately on completion of the 3rd floor roof casting of the said block and GST applicable	Rs..... /-
7 % immediately on completion of the brickwork of the Designated Unit and GST applicable	Rs..... /-
7 % immediately on completion of the Aluminium Windows of the Designated Unit and GST applicable	Rs..... /-
7 % immediately on completion of the flooring of the Designated Unit and GST applicable	Rs..... /-
7% immediately on completion of the Wooden Doors of the Designated Unit and GST applicable	Rs..... /-
2 % at the time of possession or conveyance whichever is earlier and GST applicable	Rs..... /-

\*\* GST @ 1% or 5% or 12% or 18% will be applicable (As per applicable Law)  
GST to be paid at each instalment of payment at per applicable rates.

Any or all instalment to be rounded of to the nearest Rs 100/- and any such extra payment be adjusted with the next / final payment.

**IN WITNESSTH WHEREOF** the parties hereunder have set there and subscribed their respective hands on the date and month year first above written.

**SIGNED SEALED AND DELIVERED**

By the **PROMOTER** at Kolkata

In the presence of:

**SIGNED SEALED AND DELIVERED**

By the **ALLOTTEE** at Kolkata

In the presence of:

**MEMO OF CONSIDERATION**

RECEIVED of and from within named transferees the within mentioned consideration sum of **Rs...../-** (Rupees .....) on various dates through various cheques and individual receipts having been provided to the Allottee by the Promoter as per detail given below.

<b>CHEQUES/ UTR/ Demand Draft</b>	<b>DATE</b>	<b>NAME OF BANK</b>	<b>Consideration Amount</b>	<b>CGST</b>	<b>SGST</b>	<b>Total AMOUNT</b>
		Total				

**Annexure A**

Plan of Project Land delineated in Green

Plan showing property line of Block A delineated in dotted Red

Plan showing property line of Block B delineated in dotted Blue

**Annexure B**

Plan of the Designated Apartment showing the carpet area (as per the Act) delineated in Red and Covered Balcony/Verandah delineated in Blue

**Annexure C**

Plan of ground floor with Common Driveway and parking areas in the Project and marking the location, identification number and area of the parking space being reserved for the Allottee delineated in Red

=====  
DATED THIS DAY OF 2021  
=====

Agreement for sale

BETWEEN

ORTEM CREDIT PVT. LTD.

AND

OWNERS

I.C. SANCHETI & CO.  
SOLICITORS & ADVOCATES  
12, OLD POST  
OFFICE STREET  
2<sup>ND</sup> FLOOR  
KOLKATA- 700 001