

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is executed on this ...day of September, 2023

BY AND BETWEEN

(1) **SK ABUL KASEM**(PAN-AYBPS5395M)(AADHAAR NO.761706565719), Son of Sekh Nuruddin, by Religion-Muslim(Indian Citizen), by Occupation-Business; (2) **MONIHAR BEGUM** (PAN-ARDPB3226D) (AADHAAR NO.708590549831), Wife of Sk Abul Kasem, by Religion- Muslim (Indian Citizen), by Occupation-House wife, both residing at 1A/6, Kustia Road, P.O&P.S-Tiljala, Dist.-South 24 Parganas, Pin No. 700039, West Bengal, India, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors and assign as the case may be) of the FIRST PART.

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**"ROYAL DEVELOPERS"** (PAN- ABGFR0535C), a Partnership Firm formed under the Indian Partnership Act, 1932 (Amended upto date) (registered on 21.02.2023, vide Book No. IV, Vol. No. 0603-2023, Page from 55 to 74, Being No. 060300001/2023, registered in the Office of the A.D.S.R, Chinsurah, Hooghly), having its registered office at - Vill. & P.O- Champadanga (Alupatty, Opposite Post Office), P.S- Tarakeswar, Dist-Hooghly Pin No-712401, West Bengal, India and represented by its Partners- (1) **SRI SHYAMAL SINGHARROY** (PAN- ATEPS3102Q)(Aadhaar No.582424450475), Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No. 712414, West Bengal, India; (2) **SRI SOMNATH SINHA**(PAN- AZZPS5125L) (Aadhaar No. 463749947465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane, Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly, Pin No.712102, West Bengal, India; (3) **NIZAMUDIN SAMSUDIN MUNSHI**(PAN- AEMPM3506R) (Aadhaar No.431681545945), Son of Samsudin Tasadhusen Munshi, by Religion- Muslim (Indian Citizen), by Occupation-Business, residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda, P.S- Ahmedabad City, Dist.- Ahmedabad, Pin No. 380028, Gujarat, India, presently residing at Vill. Mordhal, P.O-Rajbalhat, P.S.- Jangipara, Dist.- Hooghly, Pin No. 712408, West Bengal, India; (4) **SK SAHIL JAVED @ SAHIL JAVED SK**(PAN- KQCPS5274L)(Aadhaar No. 885252644818), Son of Jakir Hossain Shaikh, by Religion-Muslim (Indian Citizen), by Occupation- Business, residing at Khalatpur, P.O.-Khalatpur, P.S.-Udaynarayanpur, Dist.-Howrah, Pin No.711226, West Bengal, India; (5) **SMT BRATATI SINHA RAY**(PAN-ARLPB2138C)(Aadhaar No. 666032242080), Daughter of Krishna Pada Ghoshal, by Religion- Hindu (Indian Citizen), by

Occupation- Business, residing at G1, Kali Chatterjee Avenue, Baroda Jora Petrol Pump, P.O & P.S- Garia, Dist.-South 24 Parganas, Pin No.700084,West Bengal, India hereafter referred to and called as the “DEVELOPERS/PROMOTERS” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/ their legal heirs, executors and assign as the case may be)of the SECOND PART.

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(1) ..... (PAN-.....) (AADHAAR NO. ....), Son of ....., Aged about ..... Years, by Religion- ..... (Indian Citizen), by Occupation- .....; (2) ..... (PAN-.....) (AADHAAR NO. ....), Son of ....., Aged about ..... Years, by Religion- .....(Indian Citizen), by Occupation- .....both residing at .....(hereinafter collectively called the "Allottee") (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/their successor or successors-in-interest and/or assigns) of the THIRD PART.

#### SECTION-I

I. Definitions-In this Agreement, the following terms shall have the following meanings assigned to them herein below, unless the context otherwise requires thereunder :

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;
- (b) “Allotted Apartment” shall mean the Flat, Exclusive Balcony/Verandah, if any and Parking Space, if any for parking of motor car/two wheeler at the Parking Spaces and wherever the context so permits shall mean the commercial space and Parking Space, if any for parking of motor car/two wheeler at the Parking Spaces and in either case the same is morefully and particularly mentioned and described in the Second Schedule hereunder written;
- (c) “Allottee” shall mean one or more Allottees named above and include:

- (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (iii) in case of a partnership firm, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;
  - (iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;
  - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (d) “Apartment Acquirers” shall mean persons who acquire apartments, commercial spaces or other constructed spaces with or without Parking Spaces in the Project;
  - (e) “Applicable Interest Rates” shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
  - (f) “Approvals” shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
  - (g) “Architect” shall as appointed by the by the Developers/Promoters;
  - (h) “Association” shall mean an association or society or company or like body of the Apartments Acquirers to be formed by the Developers/ Promoters as per the Act for the Common Purposes;
  - (i) “Building” shall mean a residential building consisting of several Block(s) to be constructed by the Developer/Promoter at the Premises in accordance with the Sanction Building Plans and to comprise of various self-contained Apartments, Verandah/Balcony, open terrace, Commercial Spaces and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments, additional parking spaces and other structures as be

sanctioned by the Arambagh Municipality and erected by the Developer/Promoter at the said Premises;

- (j) “Building Plan” shall mean the plan sanctioned by the Arambagh Municipality for construction of the building, **vide Sanction Plan No. 36/23-24 Dated 08.05.2023** and shall include any revised/modified building plan including for construction of additional apartments, commercial spaces and additional parking spaces as detailed hereinafter and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required by the Developer /Promoter from time to time as per the recommendation of the Architects subject to compliance to the Act;
- (k) “Parking Spaces” shall mean and include covered areas at the ground floor of the building and open areas at the ground level of the Premises for parking of motor cars and two wheelers and may include areas mentioned in the First Schedule hereunder written property;
- (l) “Carpet Area” shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;
- (m) “Common Areas” shall mean collectively the areas, facilities and amenities as specified in Part-I of the Third Schedule hereunder written for the beneficial use and enjoyment of their respective apartments and other constructed areas in the Project by the Apartment Acquirers;
- (n) “Common Expenses” shall mean and include all expenses for the Common Purposes briefly described and without limitation in the Fourth Schedule hereunder written and proportionate share thereof to be borne, paid and contributed by the Allottee;
- (o) “Common House Rules” shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the other Apartment Acquirers for payment of Taxes and Outgoings by them as mentioned in Part-I of the Sixth Schedule hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in Part-II of the Sixth Schedule hereunder written;

- (p) “Common Purposes” shall mean and include (a) providing and maintaining essential services for the benefit of the Apartment Acquirers; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Apartment Acquirers and their mutual rights and obligations;
- (q) “Force Majeure” shall have the meaning meant to in the said Act and reproduced in clause 7.1 herein below;
- (r) “Maintenance In-charge” shall, until formation of the Association, mean the Developer/Promoter and/or its appointed one or more Facility Management Agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (s) “Net Carpet Area” shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and of the Servant Quarter/Storeroom, if any, and 50% of the carpet area of the Open Terrace if attached to the Flat;
- (t) “Premises” shall under mean- Mouza-Parul, J.L No. 38 (Three Eight), P.S-Arambagh, District-Hooghly under Arambagh Municipality, Ward No. 19, Holding No. 504/A, Mohalla/Street/Road- Link Road, P.O & P.S- Arambagh, District- Hooghly, Pin- 712601, West Bengal, India, fully described in the First Schedule;
- (u) “Project” shall mean the said Premises with the Building(s) thereon and include the Common Areas thereof to be commonly known as “.....” or such other name as the Developers/Promoters in its absolute discretion may deem fit and proper;
- (v) “Project Advocates” shall mean Sri Biswajit Dey, Advocate of District Judges Court, P.O & P.S- Chinsurah, Dist.- Hooghly, Pin No. 712101, Mob. No. 9903360867, appointed by the Developers for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project;
- (w) “Proportionate” or “Proportionately” or “pro-rata” shall have the same meaning as detailed in clause 27 hereinafter;
- (x) “Adjacent Properties” No Such;
- (y) “Rules” means the rules made under the said Act as amended and/or substituted from time to time;

- (z) "Regulations" means the regulations made under the said Act as amended and/or substituted from time to time;
- (aa) "Singular" number shall mean and include the "Plural" number and vice-versa.
- (bb) Reference to a gender includes a reference to all other genders.
- (cc) In this Agreement, in addition to the words defined in this Section-I above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

## SECTION-II

### WHEREAS:

- (A) "**ROYAL DEVELOPERS**", a Proprietorship Firm represented by its Partners as mentioned above are the absolute and lawful Developers of the property as mentioned in the First Schedule hereunder written.
- (B) The said Land is earmarked for the purpose of building a [commercial/ residential /any other purpose] project comprising multistoried apartment building and the said project shall be known as "....." Apartment, situated at Mouza-Parul, J.L No.**38** (Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality , Ward No.**19**, Holding No. **504/A**, Mohalla/Street/Road- Link Road, P.O & P.S- Arambagh, District- Hooghly, Pin- 712601, West Bengal, India.

## SECTION-III

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

1. TERMS:
  - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developers /Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas.
  - 1.2. The Total Consideration for the Allotted Apartment is Rs. ....(.....) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "Total Price"). The details of the Total Price of the Allotted Apartment are as follows:

1.2.1 The Consideration for the Allotted/Apartment based on carpet area is as follows:

Apartment No. “.....”, Type .....BHK, ..... Floor	Rate of Apartment per Sft. of Carpet Area Rs. ....
Cost of Apartment	Rs. ....
Cost of Exclusive Balcony/ Verandah Area, if any	Rs. ....
Cost of Parking Space, if any for Car/Two Wheeler	Rs. ....
Total	Rs. .... plus applicable taxes

1.2.2 Extras: The Total Extras payable by the Allottee to the Developer/Promoter are on the account of as mentioned below (hereinafter referred to as “Extras”) and the same shall be payable within the period stipulated hereunder:

1. Charges for power connection for the Premises: This amount is payable as reimbursement for the Allottee’s share of all costs, incidentals, charges and expenses including electrical sub-station, transformer cost, if any, consultancy charges as be incurred by the Developer/Promoter for procuring power connection for the Premises from West Bengal State Electricity Board (WBSEDCL) including proportionate share of the Security Deposit payable to WBSEDCL in respect of one or more common electric meters for providing and maintaining essential services in and for the Project.	Rs. ..... ... pay abl e wit hin 15 day s on the cas tin g of the roo f of the top flo
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	or of the Block in which the Allotted Apartment is situated.
2. Deposit for Allotted Apartment Meter: Security Deposit directly to WBSEDCL as may be demanded by WBSEDCL on account of individual meter for the Allotted Apartment.	On Actuals
3. Power Back-Up charges for providing power through Diesel Generator Set in the Allotted Apartment to the extent of 1000 KVA and 100% power pack up for providing and maintaining essential services for the Project.	Rs ..... ..... payable within 15 days of

	completion of the brickwork of the Allotted Apartment.
4. Legal and Documentation Charges payable to the Developers/Promoters	Rs ..... of which 50% shall be payable before execution

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5. Advance Maintenance Charges - This amount is payable against 12 months advance maintenance charges for the Allotted Apartment.	Rs ...p aya ble on or bef

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7. Addition Alteration Charges - Costs charges and expenses of the Developer/Promoter for carrying out, at the request of the Allottee, any additions or alterations in the Allotted Apartment in addition to the specifications agreed to be provided herein.	As be mu tua lly agr ee d bet we en the Par tie s.

1.2.3 Total Tax: The Goods and Services Tax (GST) or other similar taxes on the Total Consideration for the Allotted Apartment and the Extras and Deposits shall be as per the applicable rates from time to time (presently the same being 1% or 5% (as applicable) on the consideration for the Residential Apartment, 12% on the consideration for the Commercial Space and 18% on the Extras mentioned above) and the Allottee undertakes and confirms to pay the same to the Developer/Promoter with each installment/ payment and shall not raise any objection thereto.

1.2.4 "Sinking Fund Deposit": The Allottee shall pay to and deposit with the Developer/Promoter a sum of Rs. .... (hereinafter referred to as the "Deposit") as funds for future repairs, replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrear in maintenance charges and/or applicable taxes as the Developer/Promoter or the Association deems fit and proper. This amount shall be payable on or before the Developer/Promoter allowing the Allottee to do fit out within the Allotted Apartment or making over the possession of the Allotted Apartment, whichever be earlier.

Explanation of Total Price:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer/Promoter towards the Allotted Apartment.
- (ii) The total consideration for the Allotted Apartment, the Extras, the Deposits and Total Tax as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 above (i.e., the Total Price) includes Taxes (consisting of tax paid or payable by the Developer/Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the Arambagh Municipality.  
 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 Developer/Promoter shall be increased/reduced based on such change/ modification.  
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (iii) The Developer/Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2.1 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Developer/Promoter within the time and in the manner specified herein. In addition thereto, the Developers/ Promoters shall also provide to the Allottee the details of the taxes paid or demanded along with the Acts/ Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Allotted Apartment as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction of [not only the

Allotted Apartment 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 apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment 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 Allotted Apartment and the Project described in Part-I and Part-II of the Third Schedule hereunder written respectively.

- (v) Stamp Duty and Registration fee: The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.
- (vi) TDS: If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Developers/Promoters, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Developer/Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Developer/Promoter then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.
- (vii) The Allottee shall also pay to the Developer/Promoter interest free Sinking Fund Deposit as mentioned in clause 1.2.4 above and the same shall be transferred to the Association upon its formation and taking charge of the acts relating to the Common Purposes after adjusting all its dues on account of maintenance charges, common expenses and property tax pertaining to the Allotted Apartment.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from

time to time. The Developer/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 Developer / Promoter shall enclose the concerned notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of the registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment of the Total Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the Eighth Schedule hereunder written.

1.5 The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.3 above within 15 days of a demand, unless otherwise mentioned herein, made by the Developer/Promoter under and in terms of this agreement.

The Allottee shall also make payment of the Sinking Fund Deposit mentioned in clause 1.2.4 above plus the applicable taxes, if any to the Developer/Promoter on or before allowing the Allottee to do fit out within the Allotted Apartment or within 60 days of the issuance of the notice by the Developer/Promoter to take possession of the Allotted Apartment after the issuance of the Completion Certificate by the Hooghly-Arambagh Municipality and before taking possession thereof, whichever be earlier.

1.6 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in Part-I and Part-II of the Third Schedule hereunder written concerning particularly in respect of the Allotted Apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Developer/Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.



1.7 The Developer/Promoter shall confirm to the final Net Carpet Area of the Allotted Apartment including those of its appurtenances being Exclusive Balcony/ Verandah, if any that has been allotted to the Allottee after construction of the Building is completed and the completion certificate has been granted by the Arambagh Municipality, by furnishing details of the changes, if any, in the Net Carpet Area. The Total Price payable for the Net Carpet Area of the Allotted Apartment including those of its appurtenances shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Developers/ Promoters. If there is reduction in the Net Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any then the Developer/Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the Applicable Interest Rates 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 Net Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any the Developer/Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the Eighth Schedule hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2.1 of this Agreement.

In case of any dispute on the measurement of the Net Carpet Area of the Allotted Apartment including those of its appurtenances aforesaid, if any, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net Carpet Area.

1.8 Subject to clause 9.3 herein, the Developer/Promoter agrees and acknowledges that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment

Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction [not only the Allotted Apartment but also proportionately] of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lifts, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing initial infrastructure necessary for other facilities and amenities to be provided within the Allotted Apartment and the Project;
- (iv) The Allottee shall have the right to visit the project site to assess the extent of development of the said Premises and also of his Allotted Apartment upon giving prior intimation of 02 (two) days to the Developers/Promoters. The Developer/Promoter including project staffs shall not be liable for any untoward incident or accident at the project site.

1.9 It is made clear by the Developer/Promoter and the Allottee agrees that the Allotted Apartment and the Parking Space, if any shall be treated as a single indivisible Apartment for all purposes. It is specifically agreed that save and subject to the provisions contained in Clauses 13 and 14 of the Seventh Schedule hereunder written and its sub-clauses the Project is an independent, self-contained Project covering the said Premises 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 save and subject to the provisions contained in Clauses 13 and 14 of the Seventh Schedule hereunder written the Common Areas and Facilities as mentioned in Part-I of the Third Schedule hereunder

written shall be available only for use and enjoyment of the Apartment Acquirers of the Project.

1.10 The Developer/Promoter agrees to pay all outgoings accruing due for the period before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings {including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Developers/ Promoters) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Allotted Apartment and created by the Developers/ Promoters. If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan(if taken by the Developers /Promoters) and interest thereon before transferring the Allotted Apartment to the Allottee, the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. .... (Rupees ..... ) only as part payment towards the consideration for the Allotted Apartment mentioned in clause 1.2.1 above with applicable Goods and Service Taxes, until or at the time of execution of the agreement (the receipt of which the Developer/Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the Eighth Schedule hereunder written as may be demanded by the Developer/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 applicable interest rates.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Developer/Promoter abiding by relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Developer/Promoter upon the Developer/Promoter reaching each milestone stipulated in the Payment Plan through

Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "ROYAL DEVELOPERS" in such bank account as stipulated in the demand letter and the same be payable at Kolkata;

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Promoter with such permission, approvals which would enable the Developer/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Developer/Promoter accept no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Developer /Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 Developers /Promoters immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Developer/Promoter to adjust and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Allotted Apartment, if any, in his name and the Allottee undertakes not to object / demand/direct the Developer/Promoter to adjust his payments in any other manner.
5. TIME IS OF THE ESSENCE: The Developer/Promoter shall abide by the time schedule for completing the Project as be disclosed at the time of registration of the Project with the Authority under the Act and towards handing over the Allotted Apartment to the Allottee and the Project to the Association of the Apartment Acquirers and the Allottee shall abide by the time schedule for payment in the manner as stated in the Eighth Schedule hereunder written.
6. CONSTRUCTION OF THE PROJECT / APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in Part - I and Part - II of the Third Schedule hereunder written). The Developer/Promoter shall develop the Project in accordance with the said layout plan, floor plan and specifications, amenities and facilities subject however to the terms in this Agreement. The Developers / Promoters undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Arambagh Municipality Building Rules and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement.
7. POSSESSION OF THE ALLOTTED APARTMENT:
  - 7.1 Schedule for possession of the Allotted Apartment: The Developer / Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Developer/Promoter assures to hand over possession of the Allotted Apartment along with ready and complete common areas with all specifications, amenities and

facilities of the Project in place within ..... unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the Project (Force Majeure). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developers/ Promoters shall be entitled to the extension of time for delivery of possession of the Allotted Apartment 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 Developer/Promoter to implement the Project due to Force Majeure conditions then this agreement shall stand terminated and the Developer/Promoter shall refund to the Allottee the entire amount received by the Developer/Promoter from the Allottee (less any tax received from the Allottee) within 45 days from that date. The Developer/Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Developer/Promoter and that the Developers/ Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 Procedure for taking possession: The Developers/Promoters, upon obtaining the completion certificate from the Arambagh Municipality, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months of the

Developer/Promoter issuing the Notice for Possession upon making payment of the Total Price including the Extras and Deposits for the Allotted Apartment and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Owner and the Developer/Promoter within 3 months from the date of issue of completion certificate subject to the Allottee having made the aforesaid payment to the Developer/Promoter and further paying the applicable stamp duty, registration charges, legal charges, allied expenses and incidentals to the Developers/Promoters. The Developer/Promoter agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter and the Owner. The Allottee, as from the date of taking possession, agrees to pay from such date the maintenance charges and property taxes and other outgoings mentioned in Part-I of the Sixth Schedule hereunder written. The Developers/ Promoters shall hand over a copy of the completion certificate of the Allotted Apartment to the Allottee at the time of issuance of Notice for Possession of the Allotted Apartment in favour of the Allottee.

- 7.3 Failure of Allottee to take Possession of Allotted Apartment: Upon receiving a written intimation from the Developer/Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Developer/Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall, in addition to making payment of interest to the Developer/Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, be liable to pay maintenance charges and all property taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment with effect from the expiry of notice period of 2 months and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Developer/Promoter shall have no liability or concern thereof.

7.4 Possession by the Allottee: After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws Provided that in the absence of any local law, the Developer/Promoter shall handover the necessary documents and plans including Common Areas to the Association within 30 days after obtaining the completion certificate or formation and operationalization of the Association and handing over the Project to the Association, whichever be later.

7.5 Cancellation by the Allottee:

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer/Promoter or the Owner, the Allottee shall serve a 6 (Six) months' notice in writing on the Developers/ Promoters in that regard and on the expiry of the said period the allotment shall stand cancelled and the Developer/Promoter shall be entitled to forfeit an amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any, legal charges paid to the Developer/Promoter and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall be returned by the Developer/Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation or on transfer of the Allotted Apartment to a new Apartment Acquirer, whichever is earlier. However, may it be clarified that upon the Allottee issuing notice to the Developer / Promoter cancelling withdrawing from the Project as aforesaid, the Developer/Promoter shall become free to enter into agreement for transfer of the same Allotted Apartment to a new Apartment



Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation- The Developer/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in the said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS / PROMOTERS:

8.1 The Developer/Promoter and the Land Owners hereby respectively represent and warrants to the Allottee as follows:

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Premises. The Developer/Promoter has requisite rights to carry out development upon the said Premises and has physical possession of the land for the Project.
- (ii) The Land Owners have lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises.
- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment Provided that if any encumbrance is created by the Developer/Promoter for the purpose of taking construction finance for the Project from any Bank or Financial Institution then and in such event the Developer/Promoter shall be obligated to cause to be redeemed/ released the mortgage/charge on the Allotted Apartment from the mortgagee at or before the delivery of possession of the Allotted Apartment to the Allottee.

- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Allotted Apartment and Common Areas.
- (v) The Developer/Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Developer/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said Premises including the Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Developer/Promoter confirms that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of or before the execution of the conveyance deed, the Developer/Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association subject to the same being formed and becoming operationalization for the acts relating to the Common Purposes.
- (ix) The Allotted Apartment 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 Allotted Apartment.
- (x) The Developer/Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share thereof (attributable to the Allotted Apartment)till the period

mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment or the actual date of delivery of possession, whichever be earlier.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Developer in respect of the said Premises and/or the Project.

(xii) The said premises are not waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Developer/Promoter shall be considered under a condition of default ("Default"), in the following events:

(i) Developer/Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time hereunder or to be disclosed at the time of registration of the Project with the Authority when the same becomes functional, whichever be earlier. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects and for which occupation certificate/completion certificate has been issued by the competent authority;

(ii) Discontinuance of the Developer/Promoter business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of default by Developer/Promoter under the conditions listed above, the Allottee is entitled to the following:

(i) Stop making further payments to Developer/Promoter as demanded by the Developers/Promoters. If the Allottee stops making payments, the Developer /Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer/Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Developers/ Promoters interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer/Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in the Eighth Schedule hereto or fails to make payment of the Extras & Deposits in terms hereof despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules.
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the Apartment in favour of the Allottee and in the event of the cancellation, this agreement shall stand cancelled and the Developer/ Promoter shall become entitled to and shall forfeit the Booking amount equal to 10% (ten percent) of the

consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any, legal charges paid to the Developer/Promoter and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Developer/Promoter to the Allottee without interest within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to a new Apartment Acquirer, whichever is earlier. However, may it be clarified that upon the Developer/Promoter cancelling this agreement, the Developer/ Promoter shall become free to enter into agreement for transfer of the same Allotted Apartment to a new prospective Apartment Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation.

Provided that the Developer/Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**10. CONVEYANCE OF THE ALLOTTED APARTMENT:**

The Land Owner/Developers/Promoters, on receipt of Total Price of the Allotted Apartment by the Developer/Promoter as per clause 1.2 and sub-clauses 1.2.1. 1.2.2 and 1.2.3 above and the Deposit as per clause 1.2.4 above under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment together with

proportionate indivisible share in the Common Areas within the time period as stated in local laws, to the Allottee.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Owner and the Developer/Promoter within 3 (three) months from the date of issuance of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Owner and the Developer/Promoter to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Developer/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

The deed of conveyance shall be drafted by the Project Advocates and shall be in such form and shall contain such particulars as may be approved by the Developers/Promoters. No request for any changes whatsoever in the deed of conveyance will be entertained by the Developer/Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE PROJECT:

- 11.1 The Developer/Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the Project till the formation of the Association of the Apartment Acquirers /Allottees and its becoming operational for the acts relating to the Common Purposes. The cost of such maintenance for a period of 12 months on the basis of costs charges and expenses involved and applicable in the month of ..... for providing and maintaining essential services has been included in the Total Price as mentioned in clause 1.2.2 of this agreement. In case the formation and operationalization of the Association is delayed for no fault on the part of the Developers/Promoters, the Developer/Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the

Allottees/ Apartment Acquirers shall be liable to pay to the Developer/Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as and in the manner mentioned in Part-I of the Sixth Schedule hereunder written.

- 11.2 The Allottee acknowledges that providing and maintaining essential services is for the benefit of all the Apartment Acquirers/Allottees and as such it is desirable that a Facility Management Agency be appointed and in this regard the Allottee authorizes the Developer/Promoter to appoint a Facility Management Agency.
- 11.3 The Allottee acknowledges that the Developer/Promoter shall be entitled to appoint a Facility Management Agency for providing and maintaining essential services on such terms and conditions as the Developer/Promoter in its absolute discretion may deem fit and proper who upon being so appointed shall be and remain responsible for maintaining the essential services subject to payment of the charges to the Developer/Promoter for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as mentioned in Part-I of the Sixth Schedule hereunder written.
- 11.4 After formation of the Association of the Allottees, the Association of the Allottees will take control of the Common Areas and shall remain liable for providing and maintaining the essential services.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developers/ Promoters as per the Agreement relating to such development is brought to the notice of the Developer/Promoter within a period of **5 (five) years** by the Allottee from the issuance of the occupancy/ completion certificate by the Arambagh Municipality and the same being occurred due to the acts of the Developer /Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Developer/Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Developers /Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Developer/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or not using the Allotted Apartment or due to reasons not solely attributable to the Developer/Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Maintenance-in-Charge.

Provided Further that it is declared by the Developer/Promoter and the Allottee hereby acknowledges that any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or any equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; or any other defects due to occurrence of force majeure event(s) shall not be covered under this clause.

Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developers/ Promoters and without giving the Developer/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer/Promoter shall be relieved of its obligations contained hereinabove in this clause.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his right to the use of Common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance-in-Charge and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Maintenance-in-Charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Developers/ Promoters /Facility Management Agency/Association of Allottees shall have rights of



unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developers/Promoter/Association of Allottees and/or Facility Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE OF SERVICE AREAS:** The service areas as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the parking spaces in any manner whatsoever (other than those earmarked as parking space exclusively for the Allottee) and the parking spaces shall be reserved by the Developer/Promoter for the uses of the Apartment Acquirers against consideration and the service areas shall be reserved for use by the Maintenance-in-Charge for rendering maintenance services.
16. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
  - 16.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in Part-II of the Sixth Schedule hereunder written and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas 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 Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes, cables 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.
  - 16.2 The Allottee further undertakes, assures and guarantees that, unless so expressly permitted by the Developers/Promoters, he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face or façade of the Building or anywhere on the

exterior of the Project, building therein or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.

- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for his apartment from WBSEB.
- 16.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the sale of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to this project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his own cost.
18. ADDITIONAL CONSTRUCTIONS: The Developer/Promoter undertakes that it shall not make any additions or put up additional structure(s) in the Project other than those mentioned in clause 13 of the Seventh Schedule hereunder written and after the Building Plan, Revised/Modified Building Plan, layout plan, sanction plan and specifications, amenities and facilities are approved by the Arambagh Municipality and the same has been disclosed to the Allottee by this agreement itself.
19. RAISING OF FINANCE BY ALLOTTEE: The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Allotted Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain finance for the purchase of the Apartment.

20. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Owner and the Developer/Promoter execute this Agreement, it shall not mortgage or create a charge on the Allotted Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee at the time of handing over possession of the Allotted Apartment who has agreed to take such Allotted Apartment.
21. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Developer /Promoter does not create a binding obligation on the part of the Owner, the Developer/Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Developer/Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Developers/Promoters. If the Allottee(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Developers/ Promoters, then the Developer/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 for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.
- Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

22. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment.
23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
25. WAIVER NOT A LIMITATION TO ENFORCE:
  - 25.1 The Developer/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 Developer/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer/Promoter to exercise such discretion in the case of other Allottees.
  - 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
26. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of

this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF "PRORATA" OR PROPORTIONATE SHARE" WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee (s)/Apartment Acquirers in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or "proportionately" or "pro-rata" are used, the same shall be the proportion which the net carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah and/or open terrace as the case be bears to the net carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the carpet area of the Open Terrace if attached to any Apartment, a maximum of 50% of the carpet area thereof shall be taken into consideration for calculation of the net carpet area of such Apartment inasmuch as the Developer/Promoter is charging the concerned allottee the price for a maximum of 50% of the actual carpet area thereof at the same rate as that of the Apartment.
28. **FURTHER ASSURANCES:** All the 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 Owner and the Developer/Promoter through their respective authorized signatories at the Developers/Promoter's Office or at some other place, which may be mutually agreed between the Developers / Promoters and the Allottee in under Dist. Hooghly. After the Agreement is duly executed by the Allottee, the Owner and the Developers/ Promoters or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed under Dist.-Hooghly.

30. NOTICES: That all notices to be served on the Allottee, the Owner and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Promoter or the Owner by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee, the Owner and the Developers /Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner, the Developer/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 Developer/Promoter and/or the Owner to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.
32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. DISPUTE RESOLUTION: All or any disputes arising out of 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 provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Such Arbitration shall be held at Kolkata and shall be in English language.
34. OTHER TERMS AND CONDITIONS: The Parties have agreed and hereby and hereunder confirm and undertake (a) that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further terms, conditions and covenants including those contained in the Fourth, Sixth and Seventh Schedules hereunder written, to be respectively observed and performed on the part of the Owner, Developers /Promoters and Allottee, as the case may be, it being clarified and agreed that in the event of any inconsistency

or contradictions in or between the paras or clauses stated hereinabove and those contained hereinafter in the Fourth, Sixth and Seventh Schedules hereunder, then notwithstanding there being no specific reference/cross-referencing to the particular para or clause in question and/or the provisions of the Fourth, Sixth and Seventh Schedules hereunder being in derogation of other provisions/paras or clauses stated hereinabove, the provisions of the said three Schedules hereinafter shall prevail and/or supersede in its entirety or to the extent of such inconsistency, as the case may be, and thus be binding on the Parties and (b) all terms and conditions as mentioned in this agreement including in the Schedules below are as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

#### SECTION-IV

#### THE FIRST SCHEDULE ABOVE REFERRED TO:

#### (THE TOTAL LAND AND PREMISES)

#### PART "A"

ALL THAT piece and parcel of "BASTU" land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 06(Six)Decimal in Mouza-Parul,J.L No. 38 (Three Eight), Police Station-Arambagh,District-Hooghly under Arambagh Municipality, Ward No.19 (One Nine),Holding No.504/A,Mohalla/Street/Road-Link Road, P.O & P.S- Arambagh, District-Hooghly, Pin-712601,West Bengal, India, absolutely owned and possessed by the Owner No .1/Sk. Abul Kasem.

#### PART "B"

ALL THAT piece and parcel of "BASTU" land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 5 ½ (Five and Half) Decimal in Mouza-Parul, J.L No. 38 (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla / Street/Road- Link Road, P.O & P.S-Arambagh,District - Hooghly, Pin- 712601, West Bengal, India, absolutely owned and possessed by the Owner No .1.

#### PART "C"

ALL THAT piece of parcel of "BASTU" land in RS Dag No.199 (One Nine Nine),corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian

**No. 5809(Five Eight Zero Nine)**admeasuring 6 (Six) Decimal in Mouza-Parul,J.L No. **38** (Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality, Ward No.**19** (One Nine), Holding No. **504/A**, Mohalla / Street/ Road-Link Road, P.O & P.S-Arambagh, District -Hooghly,Pin-712601,West Bengal,India,absolutely owned and possessed by the Owner No.2/Monihar Begum. -Total area of land comprised in Part “A”,”B” and “C” are  $17\frac{1}{2}$ (Seventeen and Half) Decimal (The Property converted from “**SHALI**” to “**BASTU**”, Vide Conversion Case No. CN/2023/0615/195, Memo No. IX-2/140/SDA/2023, dated 13.02.2023, by S.D.L& L.R.O, Arambagh,Hooghly in favour of Land Owner No. 1/Sk. Abul Kasem and Vide Conversion Case No. CN/2022/0615/3132,Memo No.326(2)/ BLR/ARM/ 23,dated 03.02.2023,by B.L & L.R.O, Arambagh, Hooghly in favour of Land Owner No. 2/Monihar Begum, in Mouza-Parul,J.L No.38 (Three Eight),Police Station-Arambagh,District-Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601,West Bengal,India, with all other easement and path rights attached with the PROPERTY IS BUTTED AND BOUNDED BY:-

**ON THE NORTH** : Rest Part of R.S Dag No. 199/L.R Dag No. 228.

**ON THE SOUTH** : Rest Part of R.S Dag No. 199/L.R Dag No. 289.

**ON THE EAST** : Rest Part of R.S Dag No. 199/L.R Dag No. 295,225 & 226.

**ON THE WEST** : L.R Dag No. 224 & Link Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(ALLOTTED APARTMENT)**

ALL THAT the residential Apartment being Apartment No. .... on the ..... floor having a CARPET AREA of..... (.....) Square feet (more or less) including Exclusive Balcony/Verandah if attached thereto and if attached the same in the Building under Mouza-Parul, J.L No.**38** (Three Eight), Police Station-Arambagh, District- Hooghly under Arambagh Municipality, Ward No.**19**, Holding No.**504/A**,Mohalla/Street/Road-Link Road,P.O&P.S-Arambagh,District-Hooghly, Pin- 712601, West Bengal, India (the said Flat and the Exclusive Balcony/ Verandah, if any are shown in the Plan annexed hereto, being Annexure 'B' duly bordered thereon in “Red” and “Blue” respectively) Together With PARKING SPACE FOR PARKING OF .....(.....) motor car on the ..... floor, having CARPET AREA of \_\_\_\_\_ ( ) Square feet (more or less) at the said Premises



and the location whereof is shown in the plan annexed hereto being Annexure “C” duly bordered there in “Blue”. For the purpose of registration, the SUPER BUILT-UP AREA of the said Apartment (with balcony, if any) is ..... (.....) Square feet more or less.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(COMMON PARTS)

- 1) Entrance, exits, boundary walls, common paths and passages.
- 2) Stair case, Stair case landing on all floors.
- 3) Rooms and spaces for water pumps, over-head water tanks, reservoir and water pipes.
- 4) Foundations, columns, beams, support.
- 5) External electrical installations, switch-board and all other electrical wirings and fittings (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- 6) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building ( except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- 7) Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.
- 8) Use of lift.

PART-II

(SPECIFICATIONS FOR THE PROPOSED BUILDING)

1.	General:	The Building shall be R.C.C framed structure as per Arambagh Municipality sanction plan.
2.	Brick Work:	All exterior brick work shall be 8” thick in sand cement mortar as approves by Arambagh Municipality.All partition brick wall shall be 5”/3’ thick in sand cement mortar.
3.	Plaster Work:	The outside plaster of the building is 20 mm thick (average) whereas the inside plaster will be 15 mm thick (average) and ceiling plaster is 6 mm in sand cement mortar

4.	Living/Dining/Lobby/Passage	(i) Floor: Vitrified Tiles. (ii)Walls:POP/wall putty with primer.
5.	Bed Rooms:	(i) Floor: Vitrified Tile. (ii)Walls:POP/ wall putty with primer.
6.	Kitchen:	(i) Floor: floor tiles. (ii)Walls: Glazed tiles up to 2'-0" above counter and POP / wall putty with primer on the rest of the wall. (iii)Counter: Marble Top with black stone partition. (iv)Fitting/Fixtures: Single lever CP fitting, SS Sink, Provision for Kitchen Chimney, electrical point for Microwave and Water Purifier.
7.	Balcony:	(i) Floor: Vitrified Tiles. (ii)Walls:Exterior part.
8.	Doors:	(i) Entrance Doors: Primered Sal wood frame, teak veneer flush door shutters. (ii)Internal Doors: Hardwood frame, Primered flush door shutters.
9.	Windows:	Anodized Aluminum sliding shutter.
10.	Electrical:	Switches and copper wiring with miniature circuit breaker
11.	Air-Conditioning:	Provision for AC Point.
12.	Toilets:	(i) Floor: Ceramic/marble. (ii) Walls: wall tiles up to 6'-0" and rest portion POP / wall putty with primer. (iii)Fitting/Fixtures: Single lever CP fitting, Basin(in one toilet) & EWC, Provision for Exhaust fan, White coloured sanitary Fitting, Shower, Provision for Hot and Cold water line in one toilet
13.	Lift:	Lift room and lift wall.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

- (a) All expenses for maintenance, operating, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the building.

- (b) All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, electrical installations, including the cost of repairing, renovating and replacing the same.
- (c) Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance staff, if any.
- (d) Cost of insurance premium for insurance of the building and/or common portions.
- (e) All charges and deposits for supplies of common utilities for the Co-owners in common.
- (f) Municipal Tax, Land Tax, Water Tax, Govt. Revenue (Khajna) G.S.T (as per Rules and Orders) and other levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the PURCHASER/s).
- (g) Costs of formation and operation of the service Organization / Association including the office expenses.
- (h) Electricity charges for the operation of the equipment and installation for the common service and lighting the common portions including the lift.
- (i) All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- (j) All other expenses and/or out goings as would be incurred by the Vendors and/or by the society/service organization or Association for the common purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Facts about Devolution of Title to the said Premises)

- (A) The Owners and Developer individually "Party" and collectively "Parties" hereto. The Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to All that parcel of "BASTU" land admeasuring 06 (Six) Decimal in R.S Dag No. 199, corresponding to LR Dag No. 227, mutated L.R Khatian No. 5808, Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/Street/Road-Link Road, morefully described in the First Schedule Part-"A" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in

Book No I, Vol. No. 47 , Page No. 133 to 150, Being No 2381 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Arambagh Paschim Krishnapur, Ward No 3, P.O. & P.S. - Arambagh, Dist.- Hooghly. Subsequent said Owner No.1/Sk. Abul Kasem has mutated his name in the B.L & L.R.O, Arambagh Block, District. -Hooghly and is regularly paying. khajnas and taxes to the concerned authority. the Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to all that parcel of “**BASTU**” land admeasuring 5½ (Five and half Decimal)in RS Dag No, 199, corresponding to L.R Dag No 227, mutated L.R Khatian No. 5808 in Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality,Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road, morefully described in the First Schedule Part-"B" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh in Book No. I, Vol. No.47 , Page No. 151 to 166, Being No. 2382 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of. Arambagh Paschim Krishnapur, Ward No 3, P.O. & P.S. - Arambagh, Dist. Hooghly .Subsequent to the said purchase the Owner No.1/Sk. Abul Kasem has mutated his name in the B.L & L.R.O, Arambagh Block, Dist.-Hooghly and is regularly paying khajanas and taxes to the concerned authority. The Owner No.2/Monihar Begum is seized and possessed of and absolutely entitled to All that parcel of “**BASTU**” land admeasuring 06 ( Six) Decimal in RS Dag No.199, corresponding to LR Dag No.227, mutated L.R Khatian Nos. 5809, within Mouza- Parul, J.L No. 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality,Ward No.19,Holding No.504/A, Mohalla/ Street/ Road-Link Road,morefully described in the First Schedule Part-"C" purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in Book No I, Vol. No.47, Page No 167 to 184, Being No. 2383 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Arambagh Paschim Krishnapur,Ward No 3,P.O &P.S.-Arambagh,District- Hooghly. Subsequent to the said purchase the Owner No 2/Monihar Begum has mutated her name in the B.L & L.R.O., Arambagh Block, Dist.-Hooghly and regularly paying Govt. Khajanas and Taxes to the appropriate authority of the Government.

- (B) “ROYAL DEVELOPERS” a Partnership Firm represented by its Partners as mentioned above are the absolute and lawful owner of the property mentioned in the First Schedule herein above written.

Description of the Land:-

**PART "A"**

- (C) ALL THAT piece and parcel of “BASTU” land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 06(Six)Decimal in Mouza-Parul,J.L No. 38 (Three Eight), Police Station-Arambagh,District-Hooghly under Arambagh Municipality,Ward No.19 (One Nine),Holding No.504/A,Mohalla/Street/Road-Link Road,P.O&P.S-Arambagh, District - Hooghly,Pin-712601,West Bengal,India,absolutely owned and possessed by the Owner No .1/Sk. Abul Kasem.

**(D)PART "B"**

ALL THAT piece and parcel of “BASTU” land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 5 ½ (Five and Half) Decimal in Mouza- Parul, J.L No. 38 (Three Eight), Police Station-Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District - Hooghly, Pin- 712601, West Bengal, India, absolutely owned and possessed by the Owner No .1.

**(E) PART "C"**

ALL THAT piece of parcel of “BASTU” land in RS Dag No.199 (One Nine Nine),corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5809(Five Eight Zero Nine)admeasuring 6 (Six) Decimal in Mouza-Parul,J.L No.38 (Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla / Street/ Road-Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601,West Bengal, India,absolutely owned and possessed by the Owner No.2/Monihar Begum.

-Total area of land comprised in Part “A”, ”B” and “C” are 17½(Seventeen and Half) Decimal (The Property converted from “SHALI” to “BASTU”, Vide Conversion Case No. CN/2023/0615/195, Memo No. IX-2/140/SDA/2023, dated 13.02.2023, by S.D.L& L.R.O, Arambagh,Hooghly in favour of Land Owner No. 1/Sk. Abul Kasem and Vide Conversion Case No.

CN/2022/0615/3132,Memo No.326(2)/BLR/ARM/23,dated 03.02.2023,by B.L & L.R.O, Arambagh, Hooghly in favour of Land Owner No. 2/Monihar Begum, in Mouza-Parul,J.L No.38 (Three Eight),Police Station-Arambagh,District-Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601,West Bengal,India, with all other (B) The said Land is earmarked for the purpose of building a [commercial/ residential/any other purpose] project comprising multistoried apartment building and the said project shall be known as “GOKUL” Apartment, situated at Mouza- Parul,J.L No.38, Mohalla/Street/Road- Link Road, under Arambagh Municipality, Ward No. 19, Holding No. 504/A.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Payment of Taxes and Outgoings)

1. TAXES AND OUTGOINGS: The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -
  - (a) Proportionate share of all Common Expenses (including those mentioned in Fourth Schedule hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.2/= (Rupees two) only per Square foot per month of the Super Built-up Area of the Allotted Apartment mentioned in the Second Schedule hereunder written (hereinafter referred to as “the Common Area Maintenance Charges” or ”CAM Charges”). It is expressly agreed and clarified that the said minimum rate is based on the costs, charges and expenses as are required to be incurred as on November 2022 for providing and maintaining the essential services in the Project and the same shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations

- (including painting of the exterior of the Building) and the same shall be borne proportionately by the Allottee separately and paid to the Maintenance In-charge.
- (b) The charges for provision of back-up power to the extent of Watts power mentioned in Item No. 3 of Clause 1.2.2 of Section-III of this agreement to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Developer/Promoter or the Maintenance In-charge.
  - (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Arambagh Municipality Provided. That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
  - (a) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (b) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.

- (c) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.
  - (d) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee in any event shall be liable to indemnify and keep saved harmless and indemnified the Developers/Promoters, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Developer/Promoter to the Allottee or from the expiry of 60 days from the date of the Developer/Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

#### PART-II

(House Rules for the user of the Allotted Apartment)

1. Right of Allottee to use Common Areas and essential services:
  - (a) The Allottee doth hereby agree and confirm to acquire the



Apartment on the specific understanding that his right to the use of Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, as billed in terms hereof by the Developer/Promoter or Facility Maintenance Agency or the Association of the Allottees as the case may be and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement and specified by the Maintenance In charge or the Association of Allottees from time to time.

- (b) The Allottee acknowledges that upkeep of the Common Areas and availing the essential services provided maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project and non-payment thereof by the Allottee would adversely affect the services and maintenance and/or interest of the other Apartment Owner and as such in the event of any default on the part of the Allottee in making timely payment of such CAM Charges, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities available to the Allottee and the Maintenance In-charge(whether it be the Developer/Promoter and/or Facility Maintenance Agency and/or the Associations of the Allottees as the case may be) shall be entitled to and the Allottee hereby consents:

- (i) to withdraw the lift facilities and other common services and/or facilities to the Allotted Apartment of the Allottee and/or to the members of its family including the Allottee's visitors, servants and agents;
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.
- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottee etc.
- (iv) to claim all expenses including attorney's fees paid and/or

incurred by the Maintenance In-charge in respect of any proceedings brought about to realize such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges.

And such services and/or facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

2. Allottee's Covenants For Usage of the Allotted Apartment:

2.1 After the Allottee has taken over possession of the Allotted Apartment, the Allottee as a separate covenant has agreed:

- a) To co-operate at all times with the other allottees/occupiers of the other Apartments Acquirers and the Developer/Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project and the Common Areas.
- b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project.
- c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
- d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of Hooghly-Arambagh Municipality within 06 (six) months from the date of conveyance.
- e) To keep the Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, landscaping, staircases, lobby, landings etc. in the Project Premises free from obstructions and encroachments and in a clean and orderly manner.

- f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Arambagh Municipality, WBSEDCL, Fire Service Authorities , Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottee hereby further covenants by way of negative covenants as follows:

- a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.
- b) NOT to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.
- c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.
- e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.
- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the

Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.

- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.
- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.
- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Developer/Promoter and / or the Architect.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted

- Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Developer/Promoter and/or any concerned authority.
  - p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all other apartment Acquirers shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.
  - q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
  - r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
  - s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
  - t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
  - u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

### 2.3 Allottee's Covenants for Usage of the Parking Space, if allotted:

- a) The Parking Space if allotted to the Allottee shall be used only for the purpose of parking of a passenger car or two-wheeler as the case be of the Allottee and shall not be used for for any other purpose whatsoever.
  - b) The Allottee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.
  - c) The Allottee shall not park nor shall permit anybody to park car or two wheeler in his Parking Space in a manner, which may obstruct the movement of other car(s)/two wheeler(s) nor shall park car/two wheeler on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.
  - d) In the event of the Allottee washing car or two wheeler or permitting anybody to do so, it will be obligatory on the part of the Allottee to clean up the entire space.
  - e) The Allottee agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirers of the Building and none else.
  - f) The Allottee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.
3. Breach of House Rules: The Allottee shall be fully responsible for any loss or damage arising out of breach of any of the aforesaid House Rules.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

1. Additions or Replacements: As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on

proportionate basis as specified by the Developer/Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.

## 2. Maintenance and Association

2.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Developer/Promoter will hand over management for maintenance of the Project to the Association for which the Allottee may be required to execute an instrument. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas and facilities in the Project.

2.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Developers/Promoters, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Developers/Promoters. Further the Allottee and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.

2.3 For availing essential services and maintenance of the Common Areas, the Allottee shall be liable to remit per month the CAM Charges as per the Super Built-up Area of his Apartment to the Developer/Promoter or the Facility Maintenance Agency and upon its formation to the Association by them from time to time.

## 3. Interim Maintenance Period:

3.1 During the interim maintenance and providing essential services period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Developer/Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project.

- 3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Developer/Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Developers /Promoters, with or without amendments, as may be deemed necessary by the Association.
- 3.3 For the avoidance of any doubt, it is clarified that if within the time period of 60 days specified by the Developer/Promoter in the notice issued by the Developer/Promoter to the Allottee and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Developers/ Promoters the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Developer/Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Allottee hereto. Further, as and when the Developer/Promoter deems fit and proper, the Developer/Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Allottee without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottee to the Developer/Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottee, for the purposes therefore.
4. Nomination by Allottee:
- (a) This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale, transfer and/or nominate any other person in its place and stead without the consent of the Developers/Promoters, in writing, for a period of two years from the date of execution hereof. After expiry of the said period of two years, the Developer/Promoter though not obligated may accord such permission for nomination subject to the



Allottee making payment of a sum calculated @ 2% (two percent) of the Consideration for the Allotted Apartment (hereinafter referred to as the Nomination Costs) along with the applicable taxes and the Nomination Costs will be exclusive of the expenses which the Developer/Promoter may have to incur in causing the Nomination Agreement to be vetted by their Advocates and also the amounts which may have to be incurred by the Developer/Promoter on account of administrative expenses while granting such permission for nomination.

- (b) The Allottee hereby covenants that such nomination costs are fair and reasonable.
  - (c) Upon such nomination being effected, such Nominee shall be deemed to have been substituted in place and stead of the Allottee hereto.
5. Conditions on Transfer by Allottee: The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.
  6. Right to put Neon-Sign etc. by Developers/Promoters: The Allottee shall allow the Developers/Promoters, the Owner and the acquirers of the Commercial Spaces and the Developer/Promoter shall be entitled to put or allow its group companies or associate concerns or the acquirers of the Commercial Spaces in the Building to put neon-sign, logo or like on the Roof or on the façade of the Building as the Developer/Promoter or the Owner, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Developers / Promoters and the Owner.
  7. Cancellation by the Allottee in adverse market: In case, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developers/ Promoters in terms of clause 7.5.1 of section III of this agreement, then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate or terminates this Agreement, the Total Consideration of Allotted Apartment then prevailing for sale thereof is found to be not less than the Total Consideration of the Allotted Apartment

payable by the Allottee under this Agreement and the Allottee agrees and undertakes that the decision of the Developer/Promoter in this regard shall be final and binding on the Allottee. It is further expressly agreed that if the Developer/Promoter assesses the then prevailing sale value/consideration of the Allotted Apartment to be less than the amount of consideration agreed to be paid by the Allottee hereunder then and in such event the Developer/Promoter shall forfeit, in addition the amounts mentioned in clause 7.5.1 of Section-III of this agreement, the differential amount of the then prevailing sale value/consideration of the Allotted Apartment and the Total Consideration of the Allotted Apartment agreed to be paid by the Allottee hereunder.

8. Payment of Total Consideration of Allotted Apartment, Total Tax and the Total Extras and Deposits prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Allotted Apartment till such time the Allottee has paid the entirety of the Total Consideration of the Allotted Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2 and its sub-clauses with interest if applicable and agreed to be paid and/or deposited under this Agreement and has duly complied with and performed all the covenants, undertakings and obligations required to be complied with and performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developers/ Promoters shall not be under any obligation to hand over possession of the Allotted Apartment.

9. Dishonour of Payment Instruments-

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer/Promoter may at its sole discretion be entitled to exercise any recourse available in this agreement. Further, the Developer/Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer/Promoter of all the amounts and the charges charged by the bank to the Developer/Promoter against dishonour of the

cheque plus a fixed amount of Rs.1000/= (Rupees one thousand only) for dishonor of each cheque. In the event the said Demand Draft is not tendered within 15 days then the Developer/Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts and interest thereof and cheque dishonour charges and the said fixed amount for dishonourment of the cheque, the Developer/Promoter may consider the same at its sole discretion. In the event of dishonour of cheque, the Developers/ Promoters has no obligation to return the original dishonoured of cheque.

10. Raising of finance by Developer/Promoter and the Owner:

Notwithstanding anything to the contrary contained in Clause 20 of Section-III of this agreement, the Developer/Promoter shall have the right to raise finance/ loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the said Premises and/or securitization of the receivables, however, the Developer/Promoter shall not mortgage or create a charge on the Allotted Apartment after execution of this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Allotted Apartment. However, the Developer/Promoter shall, in the event any such mortgage or charge is made, cause to be redeemed/released the Allotted Apartment from the mortgagee at or before delivery of possession of the Allotted Apartment.

11. Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Allotted Apartment within 2 months from the date such possession is offered by the Developer/Promoter under clause 7.2 above of Section-III of this agreement, the Allottee shall be deemed to have taken possession on the expiry of the period of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Allotted Apartment thereafter, will be deemed to be the possession date (“Possession Date”).

On and from the Possession Date:

- (i) The Allotted Apartment shall be at the sole risk and cost of the Allottee and the Developer/Promoter shall have no liability or concern thereof;
  - (ii) The Allottee shall become liable to pay the Maintenance Charges, property tax and other outgoings in respect of the Allotted Apartment and the Common Areas on and from the Possession Date;
  - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Allotted Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
  - (iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionate to his interest therein.
12. It being also agreed between the parties that the Allottee shall also pay guarding charges to the Developer/Promoter at the rate of Rs.10,000/- (Rupees ten thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the physical possession of the Allotted Apartment. Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Allotted Apartment and/or this Agreement in terms of this Agreement by the Developer/Promoter or the Allottee, as the case may be in that event the Developer/Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation / extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/ extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Allotted Apartment/ Building Project on and from the date of termination/cancellation.
13. **ADDITIONAL CONSTRUCTIONS:** The Allottee admits and acknowledges that at the treaty of sale of the Allotted Apartment to the Allottee, the

Allottee has been specifically made aware of by the Developer/Promoter that the Developer /Promoter shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same:

- (a) That the Developer/Promoter shall be entitled to and may construct additional floors/apartments/commercial spaces by consuming unutilized Floor Area Ratio available for the Project and/or by acquiring approximately ..... adjacent land on the north of the said Premises and amalgamating the same with the said Premises and consuming unutilized Floor Area Ratio available for the Project and the Floor Area Ratio available for such adjacent land by exploiting the said building vertically and/or horizontally and/or by constructing a separate building thereat and use the open spaces of such landed properties or the entire such landed properties as parking spaces as the case be as per the plan as may be sanctioned by the Arambagh Municipality and the Developer/Promoter shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Developer/Promoter shall ensure that there would not be any changes in the lay out of the Allotted Apartment;
- (b) That the Developer/Promoter shall be entitled to use and allow any Allottee to use parking spaces including as mechanized car parking spaces and/or for parking motor car(s) in the Project as per the plan as sanctioned and as be sanctioned in future by the Arambagh Municipality. This shall not restrict the Developer/Promoter to use or allow any Allottee to use parking spaces and open spaces within the compound of the said Premises for parking of two wheelers thereat;
- (c) That the Developer/Promoter shall be entitled to alter the elevation of the building and the landscaping in the Project.

For doing so by the Developers/Promoters, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Developer/Promoter or the Owner by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions and/or additional car parking spaces, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Developer/Promoter in that regard.

14. **Adjacent Lands:** The Allottee hereby acknowledges and confirms that the Developer/Promoter has made the Allottee fully aware that the lands lying adjacent to/adjoining the said Premises and to be acquired by the Owner

and/or the Developer/Promoter would be developed by the Developer/Promoter subsequently and for the uses thereof the Owner and the Developer/Promoter reserves the right and shall at all times be entitled to use and to grant full free and unbettered right and liberty (including the right of easement and of ingress and egress) to the occupants of such Adjacent Properties to use at all times by day or night all entry-exit points with connected driveway, paths and passages comprised of and in the said Project for ingress to and egress from such adjacent/adjoining properties with men materials and vehicles in common with the occupants of the said Project. The Allottee agrees and undertakes not to raise any objection or cause any hindrance to the Developers/Promoter exercising their rights and entitlements mentioned above and acknowledges and confirm that the Allottee is fully aware of such rights and entitlements reserved by the Owner and the Developer/Promoter to their sole benefit.

15. LICENSE FOR FITOUT WORKS:

- 15.1 Upon constructing the Allotted Apartment as per the specification and subject to the Allottee making payment of the total consideration for the Allotted Apartment, the extras, the deposits and the taxes as mentioned in Clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 of Section III of this agreement, the Developer/Promoter may, at the requisition of the Allottee, permit the Allottee to do fit out works in the Allotted Apartment.
- 15.2. During the period of permissive use, the Allottee shall only have temporary license to do fit out works in the Allotted Apartment and shall not be entitled to claim possession. The right of the Allottee to claim and have possession of the Allotted Apartment shall become effective with effect from the date of issuance of the Completion/Occupancy Certificate by the Arambagh Municipality and the Allottee shall become liable and responsible to observe fulfill and perform all the terms and conditions of this agreement applicable to the Apartment Acquisition taking possession of their respective apartments.
- 15.3 It is agreed that the Allottee, during the period of permissive use, shall be liable to pay maintenance charges as mentioned in clause 1(a) of the Sixth Schedule hereinabove written.
- 15.3. The Allottee agrees and undertakes, while doing fit out works, not to shift any wall or make any concrete loft.
- 15.4. For doing fit out works, all the Apartment Acquirers including the Allottee hereto shall be permitted to use only service lift as be specified by the Developers/ Promoters to transport men and materials to their respective apartments.
16. Indemnity by Allottee: The Allottee shall be and remain responsible for and to indemnify the Developer/Promoter the Owner and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and

proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Developer/Promoter or the Owner or the Maintenance In-charge as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)**

The Total Consideration amount of Rs..... (.....) only for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Developer/Promoter in installments as follows:

PAYMENT SCHEDULE		
Timeline	Percentage of said Total Consideration	Amount of Total Consideration
On Agreement	10%	
On completion of piling work.	10%	
On completion of first floor roof casting.	10%	
On completion of fourth floor roof casting.	10%	
On completion of seventh floor roof casting.	10%	
On completion of tenth floor roof casting.	10%	
On completion of twelfth floor roof casting.	10%	
On completion of brickwork of Allotted Apartment.	10%	
On completion of flooring of the Allotted Apartment	10%	
On possession or within two (2) months of receiving Notice for Possession from Developer/Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	10%	
Total:	100%	Rs. ....

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Developer/Promoter with each installment. Further the Allottee shall also make payment of the extras and deposits as provided in clauses 1.2.2, and 1.2.4 along with the applicable taxes in addition to the Consideration for the Allottee Apartment.

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

SIGNED SEALED AND DELIVERED on behalf of the within named DEVELOPERS/ PROMOTERS, ROYAL DEVELOPERS by its pursuant to the Board Resolution dated ....., 2023.

SIGNED SEALED AND DELIVERED by the within named ALLOTTEE.

Witnesses to the above executants:

1.

2.

DRAFTED & TYPED BY ME

Advocate.



**ALLOTMENT LETTER FOR FLAT/ UNIT/ APARTMENT:**

**PROMOTER NAME & ADDRESS:** "**ROYAL DEVELOPERS**" (PAN- ABGFR0535C), a Partnership Firm formed under the Indian Partnership Act,1932 (Amended upto date) (registered on 21.02.2023, vide Book No. IV, Vol. No. 0603-2023, Page from 55 to 74, Being No. 060300001/2023, registered in the Office of the A.D.S.R, Chinsurah, Hooghly), having its registered office at - Vill. & P.O- Champadanga (Alupatty, Opposite Post Office), P.S-Tarakeswar, Dist-Hooghly, Pin No-712401, West Bengal, India and represented by its Partners- (1) **SRI SHYAMAL SINGHARROY** (PAN- ATEPS3102Q) (Aadhaar No. 582424450475), Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No. 712414, West Bengal, India; (2) **SRI SOMNATH SINHA**(PAN-AZZPS5125L)(Aadhaar No. 463749947465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane, Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly, Pin No.712102, West Bengal, India; (3) **NIZAMUDIN SAMSUDIN MUNSHI**(PAN-AEMPM3506R)(Aadhaar No.431681545945), Son of Samsudin Tasadhusen Munshi, by Religion- Muslim (Indian Citizen), by Occupation-Business, residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda, P.S- Ahmedabad City, Dist.-Ahmedabad, Pin No. 380028, Gujarat, India, presently residing at Vill. Mordhal, P.O-Rajbalhat, P.S.- Jangipara, Dist.- Hooghly, Pin No. 712408, West Bengal, India; (4) **SK SAHIL JAVED @ SAHIL JAVED SK**(PAN- KQCPS5274L)(Aadhaar No. 885252644818), Son of Jakir Hossain Shaikh, by Religion-Muslim (Indian Citizen), by Occupation- Business, residing at Khalatpur, P.O.- Khalatpur, P.S.- Udaynarayanpur, Dist.- Howrah, Pin No. 711226, West Bengal, India; (5) **SMT BRATATI SINHA RAY**(PAN-ARLPB2138C) (Aadhaar No.66603224 2080), Daughter of Krishna Pada Ghoshal, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at G1, Kali Chatterjee Avenue, Baroda Jora Petrol Pump, P.O & P.S- Garia, Dist.-South 24 Parganas, Pin No.700084, West Bengal, India (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successors-in-intested and permitted assigns of the Partnership Firm as well as its/their heirs, executors, administrators, legal representatives and permitted assigns of each of the Partners).

Allottee Name & Address : Mr./Ms. ....  
.....

Allottee Mobile number & mail id : .....

Dear Sir/Madam

I/We the Partners/Developers/Promoters of the Partnership Firm namely- "**ROYAL DEVELOPERS**" am/are pleased to allot you the Flat/Unit/Apartment No:..... of .....project located at Mouza-Parul, J.L No.**38** (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.**19**, Holding No. **504/A**,Mohalla/Street/Road-Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601, West Bengal,India.

**Nature of Document:**

1. Whereas the Promoter has developed the site which has the legal right through Development Agreement/registered ownership, having Document Doc. No: 060200613/2023 and one Development Power of Attorney after registered Development Agreement having Document No. 060200625/2023 the project named as "....." which has the valid permission from the Arambagh Municipality which is the competent Authority for approval of Plans **vide Sanction Plan No. 36/23-24 Dated 08.05.2023** of Mouza-Parul, J.L No.**38** (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.**19**, Holding No.**504/A**,Mohalla/Street/Road-Link Road,P.O&P.S-Arambagh, District-Hooghly,Pin-712601,West Bengal,India, to an extent of .....Sq.mts. of site area, herein after referred to as the "Project" which was registered with Real Estate Regulatory Authority, vide registered Number.....dt:.....
2. Whereas the Allottee has approached the Promoter to allot.....Flat/ Unit/ Apartment in the project after having examined the title and required sanctions/ permissions approvals and also having satisfied with the right/title/authority of the promoter to convey the Flat/Unit/Apartment in the Project.

3. The promoter and Allottee have come to a conclusion about the sale price and promoter agreed to allot the Flat/Unit/Apartment. Thereof this Letter of Allotment is issued by the Promoter to Allottee, with the following terms and conditions:-
- I. The Allottee has paid the Booking amount of Rs..... to the Promoter vide Cheque/DD/ transaction id:.....
  - II. The Allottee shall enter in to Registered Agreement for sale before paying the 10% of total cost (Including the Booking Amount) of unit/ Flat/ Apartment.
  - III. The Allottee is bound by all terms and conditions of the Registered Sale Agreement, which will be executed by the promoter on fulfilment of the conditions of this Allotment Letter in due course of time.
    - a. \_\_% on completion of .....
    - b. \_\_% on completion of .....
    - c. \_\_% on completion of .....
    - d. \_\_% on completion of .....of the Flat/Unit/ Apartment.
    - e. \_\_% at the time of Handover of the Flat/ Unit/ Apartment.
  4. In Addition to the sale consideration, as mentioned above, the Allottee shall bear the Stamp Duty and Registration charges of the Sale Agreement and also Conveyance/Sale Deed to be executed by the promoter in respect of the Schedule Flat/ /Unit/Apartment. Further, the Allottee shall bear taxes payable to State and Central Government, if any.
  5. All payments to be made in favour of **ROYAL DEVELOPERS**, payable at .....City / District.

**Bank Name (separate RERA A/c) :**

**A/c No:**

**Branch Name:**

**IFSC Code:**

### SELF-DECLARATION

We, (1) SRI SHYAMAL SINGHAROY, Son of Sri Bankim Singharoy; (2) SRI SOMNATH SINHA, Son of Sri Santosh Kumar Sinha; (3) NIZAMUDIN SAMSUDIN MUNSHI, Son of Samsudin Tasadhusen Munshi; (4) SK SAHIL JAVED @ SAHIL JAVED SK, Son of Jakir Hossain Shaikh; (5) SMT BRATATI SINHA RAY, Daughter of Krishna Pada Ghoshal, Promoters of ROYAL DEVELOPERS Builders and developers, (hereinafter referred to as "Promoter"), the Promoter of the Project known as ".....", do hereby solemnly declare, undertake and state as under: The Promoter is developing the Real Estate Project known as "....." (hereinafter referred to as "Project") on piece and parcel of land admeasuring ..... sq. mtrs./sqft. in the Mohalla/ Street/Road-Link Road, P.O & P.S- Arambagh, District-Hooghly, Pin-712601, West Bengal, India (hereinafter referred as "Project Land" or said "Property"). Pursuant to permission received from time to time from Hooghly-Chinsurah Municipality, the Promoters have constructed building consisting of **Ground +** ..... After receiving possession of the said in possession property, The entire scheme to develop said project land is explained in the Agreement for Sale with the Purchaser of Flats The Promoters have made an application for registration of the said Project i.e ..... under section 3 of The Real Estate (Regulation and Development) Act, 2016 (RERA) to the Real Estate Regulatory Authority (Authority). The Promoters are in process of finalizing Agreement for Sale to be executed between the Promoter and the Allottee. However, Promoters still have not finalized the Agreement for Sale. On finalizing the Agreement for Sale, the Promoters will upload it on the website of the Authority. The Promoters therefore requests the Authority to accept Application for Registration of project and register our project.

Deponent

### VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

**DECLARATION BY ALLOTTEE:**

We have read and understood the Agreement of sale prepared by the Promoters as per the standard of The Real Estate (Regulation and Development) Act, 2016 (RERA) to the Real Estate Regulatory Authority (Authority) and hereby give my consent to abide and be bound by all the terms and conditions. I / we shall be entitled to an agreement of sale from the Promoter on payment of the Amounts / instalments payable as per agreed terms.

Signature of Allottee

Promoter / Authorized Signatory

Date:

Date: