


ANNAPURNA ASHRAY PRIVATE LIMITED

Director

ANNEXURE 'A'

[See rule 9 of West Bengal Real Estate (Regulation and Development)
Rules, 2021]

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this _____(Date) day of _____(Month),
____20____ ,

BY AND BETWEEN

Sri Tridibesh Sanyal (PAN: AMBPS78577A) (Aadhar No 8365-0047-9784) Son of Late Dhires Chandra Sanyal and **Smt Soma Sanyal** (PAN: EZFPS4625M) (Aadhar No 8888-9410-5899) wife of Sri Tridibesh Sanyal , both are residing at 22 , Russa Road South , South 3rd Lane, Kolkata-700033, Police Station: Jadavpore, Post Office: Jadavpore, South 24 Parganas , represented by registered constituted Attorney **Annapurna Ashray Pvt. Ltd.** (PAN: AAECA5906A), a Private Limited Company registered under the Companies Act and having its registered office at 42/1, Chetla Road, Police Station Alipore Now Chetla, Post Office Alipore , Kolkata 700027, represented by one of its Director Mr. Partha Sarathi Ganguly, son of Late Tarak Nath Ganguly, residing at 42A, Chetla Road, P.O-Alipore, P.S-Chetla, Kolkata- 700027 (PAN: ADWPG657F) (Aadhar No. 2844 2527 7206), vide registered Power of Attorney mentioned below, hereinafter referred to as the ‘OWNERS’ of the **FIRST PART**;

AND

Annapurna Ashray Pvt. Ltd. (PAN: AAECA5906A), a Private Limited Company Limited registered under the Companies Act and having its registered office at 42/1, Chetla Road, Police Station Alipore NOW Chetla, Post Office Alipore , Kolkata 700027, represented by one of its Director Mr Partha Sarathi Ganguly , son of Late Tarak Nath Ganguly , residing at 42A, Chetla Road, P.O-Alipore, P.S-Chetla , Kolkata 700027 (PAN: ADWPG657F)(Adhaar No. 2844 2527 7206) hereinafter referred to as the **‘DEVELOPER’** (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors and/or successors in office,) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN.....), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allotte” (which expression on shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN.....), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

[Please insert details of other allottee(s), in case of more than one allottee]

The Developer and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

For the purpose of this Agreement for Sale unless the context otherwise requires, -

- (a) “Act” means the Real Estate (Regulations and Development) Act, 2016
- (b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- (c) “Regulation” means the Regulations made under the Act and Rules.
- (d) “Section” means a section of the Act.

WHEREAS:

- A. Sri Tridibesh Sanyal (PAN: AMBPS78577A) , (Aadhar No 8365-0047-9784) Son of Late Dhires Chandra Sanyal and Smt Soma Sanyal (PAN: EZFPS4625M) , (Aadhar No 8888-9410-5899) wife of Sri Tridibesh Sanyal , both are residing at 22, Russa Road South , South 3rd Lane, Kolkata-700033, Police Station: Jadavpore, Post Office: Jadavpore, South 24 Parganas , (“Owner”) is the absolute and lawful owners of ALL THAT piece or parcel of Plot No. 24 measuring about 3 cottah 12 chittak 26 square feet lying and situate at Plot No. 24 Premises No 281, Prince Anwar Shah Road (now known as Municipal Premises No. 22, Russa Road, 3rd Lane, P.S Jadavpore, Kolkata 700033, South 24 Parganas within the Limit of Kolkata Municipal Corporation, ward No. 94 totally 253.251 square meters situated at Municipal Premises No. 22, Russa Road, 3rd Lane, P.S- Jadavpore, Kolkata-700033, South 24 Parganas within the Limit of Kolkata Municipal Corporation, ward No. 94 (“Project Land”) vide sale deed dated 23rd July , 2008 registered at the office of the Additional Registrar of Assurance -I of Kolkata in Book No-I , CD Volume number-27 of 2014, Pages from 7260 to 7285 bearing being No. 10984 of the year 2014.

- B. AND **WHEREAS** the Owner and the Developer have entered into a joint development agreement dated 16th August, 2018 with the Owners to develop the Premises under a registered Agreement For Development Cum Power of Attorney as per the terms and conditions mentioned therein which document was duly registered at ADSR, Alipore South 24 Parganas bearing No. 160505512 of Book No. 1 , CD Volume No. 1605-2018 Page from 176052 to 176104 for the year 2018 and also by way of a deed of declaration dated 19.12.2018 for correction of Boundary Schedule therein and also granted Power to commercially exploit the Said Land by the developer, complete the construction and to sale out the developers portion to the new Purchasers.
- C. The Said Land is earmarked for the purpose of building a commercial and six residential units, comprising G+III multistoried apartment building and the said project shall be Known as ‘ **Annapura Apartment** ’ (“Project”);
- D. The Developer is fully competent to enter into this Agreement nad all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has granted the building permission to develop the project vide building permission number : 2021100034 dated 28th June 2021.
- F. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from The Kolkata Municipal Corporation . The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ no. _____ ; on _____ under registration.
- H. The Allottee had applied for an apartment in the Project vide application no. _____ ,Dated and has been allotted apartment no. _____ having carpet area of _____ square feet , corresponding to built up area of _____ square feet , working out to a super built up area _____ square feet , type _____ , on _____ floor in said project “Annapura Apartment” along with Covered Car parking Space no. ___ admeasuring _____ square feet in the in ground floor of the said project, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Said Apartment” more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Schedule B);
- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. _____
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in paragraph H;

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

1. TERMS:

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

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only (“Total Price”))

| Sl. No. | Description | Rate Per Sq. Ft. (In INR) on super builtup | Amount (In INR) |
|---------|--|--|--|
| A. | Unit Price: Cost of Apartment/unit Add: _____ Parking Space Sub-Total | _____-/- _____-/- | _____-/- _____-/- _____-/- |
| B. | Other Charges: Maintenance Corpus Deposit Municipal Tax Deposit | | _____-/- _____-/- |
| C. | Extra charges: Installation charges: Legal charges: Collapsible Gate Balcony Grill | | _____-/- _____-/- _____-/- _____-/- _____-/- |
| | Total price (A+B+C) | Rs. _____/- | (Rupees _____) only |

In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Developers as per payment schedule.

1. Cost of Electric Meter
2. Stamp Duty/Registration charges /commissioning charges and other Incidental expenses.
3. Charges for mutation and separate assessment of the Apartment mutation fees if any and other miscellaneous charges and incidental charges in relation to the mutation of the concerned Apartments/units.
4. Cost of providing MS Grill for windows, modification and extra work charges plus applicable taxes if required.

5. Goods and service Tax.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment.

(ii) The Total Price above Exclude Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment.

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

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

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) covered parking/parking(s) as provided in the Agreement.

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

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

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the Competent Authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

Subject to Clause 9 of this agreement the promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below.

- i) The Allottee shall have exclusive ownership of the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the Common Areas and Service Area since the share / interest of Allottee in the Common Areas and Service Area is undivided and cannot be divided or separated, the Allottee shall use all Common Areas and Service Area along with other occupants, maintenance staff etc after obtaining the Completion Certificate/Part Completion Certificate from the competent authority without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Service Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall hand over the common areas and service area to the association of allottees as provided in the Act;
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Service Area, internal development charges, external development charges, cost of providing electric wiring inside the flat and in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment along with Covered car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

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

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Part –I of SCHEDULE- C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘**Annapurna Ashray Pvt. Ltd.**’ payable at Kolkata .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. Developer shall abide by the time schedule for completing the Project and handing over the apartment to the allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both , as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the developer as provided in Schedule C (‘Payment Plan’)

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

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

7. POSSESSION OF THE APARTMENT

1. Schedule for possession of the said Apartment : The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within **31-08-2024**, Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date of issue of the letter of termination of project by the Developer. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

4. Possession by the Allottee : After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

6. Compensation :

The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developers fail to complete or is unable to give possession of the Apartment

- (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to

perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer; interest at the rate specified her in above for every

month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allottee fails to make payments for 3 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Developer shall be responsible to provide and maintain essential services in the project till the taking over the maintenance of the project by the association of allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas (more fully described in Fourth Schedule) shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Developer, the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Developer, maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Ground Floor and Service Areas: The basement(s) and service areas, if any, as located within the ANNAPURNA APARTMENT shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services .

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The allottee shall also not change the name of the building which is ANNAPURNA APARTMENT.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever .

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Kolkata, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar , South 24 Parganas.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/S. Annapurna Ashray Pvt. Ltd. (Developer's Name)

2/1, Chetla Road, Police Station Alipore NOW Chetla, Post Office Alipore , Kolkata 700027 ((Developer's Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

The Owner:

(1) Signature _____
Name _____
Address _____

Please affix
photographs
and sign
across the
photograph

The Developer:

(1) Signature _____
Name _____
Address _____

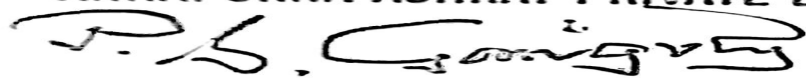
Please affix
photographs
and sign
across the
photograph

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Space is left blank

ANNAPURNA ASHRAY PRIVATE LIMITED

Director

SCHEDULE -A HEREIN ABOVE REFERRED

PART - I

(Description of “Project Land”)

All that piece and parcel of land measuring area of 3 cottah 12 chittak 26 square feet lying and situate at Plot No. 24 Premises No 281, Prince Anwar Shah Road (now known as Municipal Premises No. 22, Russa Road, 3rd Lane, P.S Jadavpore, Kolkata 7000033, South 24 Parganas within the Limit of Kolkata Municipal Corporation, ward No. 94 totally 253.251 square bound and butted as follows:

- On the South : By Premises No. 25, Russa Road South , 1st lane , Kolkata**
- On the North : By public road Known as Russa Road South, 1st Lane, Kolkata**
- On the East : By Premises No. 21/6 , Russa Road South 3rd Lane, Kolkata; and**
- On the West : By Premises No. 28, Russa Road South 3rd Lane, Kolkata**

PART-II

(Description of the Apartment and Covered car parking Space)

ALL THAT the residential/commercial Apartment being No. __, on the __ Floor, having carpet area sq. Ft. corresponding to built up area __sq. Ft., working out to a super built up area of 1007 sq. ft. in the project “ANNAPURNA APARTMENT” together with exclusive right to use one Covered parking space being No. __ situated on the _____ Portion together with proportionate share in land underneath upon which the said building situated at Premises No. 281, Prince Anwar Shah Road (now known as Municipal Premises No. 22, Russa Road, 3rd Lane, P.S Jadavpore, Kolkata 7000033, South 24 Parganas within the Limit of Kolkata Municipal Corporation, ward No. 94.

PART-III

(Unit and Appurtenances)

The Land Share being undivided, impartible, proportionate and variable share in the land comprised Said Premises as more fully described in Part-I hereinabove.

The Said Unit, being the Residential Unit described in Part-II hereinabve.

The Said Parking, being the Open car parking described in Part-III hereinabove .The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part –II hereinabove.

SCHEDULE -B HEREIN ABOVE REFERRED

Annexed the floor plan of the apartment and marked as “A”

SCHEDULE-C ABOVE REFERRED

(PAYMENT PLAN)

(Mode of Payment of the price of construction with proportionate share in land and common areas)

| FLAT (Payment Plan) | | | |
|----------------------------|-----------------------------|---|---------------|
| Sl. No. | Particulars | Due Date | Rupees |
| 1 | Application Money | | 10% |
| 2 | Agreement money | Within 30 days from the date of allotment | 20% |
| 3 | 1 st Installment | On completion of Foundation | 10% |
| 4 | 2 nd Installment | 1 st Floor Slab Casting | 10% |
| 5 | 3 rd Installment | 2 nd Floor Slab Casting | 10% |
| 6 | 4 th Installment | 3 rd Floor Slab Casting | 10% |
| 7 | 5 th Installment | 4 th Floor Slab Casting | 5% |
| 8 | 6 th Installment | Upon completion of Brick work of respective floor | 5% |
| 9 | 7 th Installment | Upon completion of flooring of respective floor | 10% |
| 10 | Final installment | On or before Possession | 10% |
| | Total | | 100% |

SCHEDULE-D

Part I

(Specifications)

- **GENERAL:** The building shall be R.C.C framed structure as per the design of the architect and engineer. Proper Anti-Termite Treatment and Damp Proofing to be done at Foundation Level.
- **PLASTER WORKS:** ACE Blocks wall inside finished with Wall Putty (J.K. / Birla or similar) over cement plaster and outside furnished with snowcem over cement plaster.
- **FLATCONTAIN:** 2 Nos. Bedrooms, 1 No. Balcony, 1 No. Dining and Drawing area, 1No. Kitchens and 2 Nos. Bathrooms in each Unit.
- **FLOORBED:** Shall be finished with ceramic floor tiles (600 x 600). Floor tiles will be given worth Rs.60 /- per tiles and Wall tiles would be given worth Rs45/- . Floor tiles for the Toilet and Kitchen shall be antiskid.
- **SKIRTING:** 4” inch skirting (sonsil or similar basic tiles).
- **KITCHEN ROOM:** Kitchen floor shall be finished with ceramic antiskid floor tiles (2’ x 2’). Type of Floor tiles to be given are of sonsil or similar basic types worth Rs.60 /- per tiles and Wall tiles would be

given worth Rs45/- . 2'0" height glazed brand white coloured tiles will be provided over Cooking platform that will be of black stone supported with black/ similar granite and a stainless Steel sink with drain – board (24" x 18") / (22" x 17") and will be fixed attached to the platform.

- **SANITARY:** White commode (Sonsil or similar) with PVC cistern to be provided in each toilet. One white wash basin 20" inch inside (Sonsil or similar) to be provided in each Bathroom and dining room (If Possible).
- **PLUMBING:** The inside water line will be fully concealed with PVC blue pipes (Supreme or similar), one shower (Hot and Cold Line), one basin, one (hot and cold) wall mixture (Essco or similar) will be provided, two taps to be provided in each toilet and 1 Nos Health Faucet, 1 Nos. of Basin Mixture and two taps to be provided in kitchen. All soil and water line will be Supreme or similar make HDP pipes.
- **DOORS:** 32mm factory pasted phenol bonded hot pressed termite and Borer Worm Proof shutter with (4"x2") M. Sal wooden frame (Treated with Termite and Borer Worm Proof Chemical) to be provided to all units/flats .
- **WINDOWS:** Plain Natural Anodised Aluminium Openable Type windows except at kitchen and verandah with 3mm thick pin head class, with M.S.Grill. Windows at Kitchen and the side of the verandah shall be of sliding type. At Verandah if possible French Window to be done as per Architect (Mr. Manas Dutta's discretion).
- **ELECTRICAL INSTALLATION:** All electrical lines will be concealed by PVC pipes with copper wire by Havells finished with modular type switches (CPL/North West or similar type switches). Every flat will have separate electrical meter. The security deposit of electric meter and any other relating to electricity connection for common use of the building proportionately and of the said flat/ unit and other expenses shall be paid by the purchaser/owner of the said flat.
- **BEDROOM:** Two light points, one fan point, 3 Nos. of 5 Amps and 1 No. of 15 Amps A.C. points in each bedroom to be provided. 1 TV point conduit only and Telephone along with internet outlet (conduit only) to be provided.
- **LIVING/ DINING:** 5 Nos. Light Points (3 Nos. In Living Room and 2 Nos. in Dining Room), 2 Nos. Fan Point, 4 Nos. -5 Amps Point , 3 Nos -5Amps to be provided for TV, Home Theatre &

Computer Circuit), Conduit to be laid with Covering for TV and Telephone lines.

- **KITCHEN:** 1 Light point, 4 Nos. of 5 Amps and 2 Nos. of 15 Amps plug point along with one exhaust fan point and 1 Nos. Cabin Fan point to be provided.
- **TOILET:** 1 Light point in the WC, 2 Light points, 1 No. Cabin Fan Point, 1 No. of 5 Amps and 1 No. of 15 Amps points to be provided in the toilet along with a provision for washing machine at prescribed position as per architect with water and electric lines.
- **COMPOUND:** Compound will be paved wherever required. Best quality M.S. grill front gate will be provided as per drawing, with 4 Nos of lights at four corner's of the Building from Roof and Common area lights to be controlled from a single point.
- **BALCONY :** 1 light point and one point for ceiling fan if necessary is to be provided.
- **LIFT:** 1 no. of Lift (OTIS or Equivalent) is to be installed with a capacity to carry 4 passengers at a time.
- **STAIR:** Stair with Marble Flooring Jaipur Green and Railing.

PART II

(Common Parts, Portions and Common Areas of the Said Building)

1. Staircase on all the Floors & Roof including common corridor/passage/landings on all floors.
2. Lift.
3. Lift Machine Room, lift duct, landing etc.
4. Common passage and lobby on the upper floors & ground floor, except the area reserved for car parking, and for any other purpose.
5. Driveways and Pathways for ingress to or egress from the said Unit including appurtenant area thereof.
6. Water Pump, Water tank (overhead and underground), Water pipes and other common plumbing Installation including drainage, sewerage pipes along with the duct.
7. Drainage and Sewerage.

8. Elegant Outdoor Elevations and its Area.
9. Roof Terrace for Recreation.
10. Boundary Wall.
11. Common space for installation of Meter electrical wiring and Fittings
12. Common toilet(s) in the ground floor
13. Boundary walls
14. Wiring, fittings, lighting and accessories for lighting of lobbies, staircase and other Common Portions of the Said Complex/Building.
15. Well-designed Letter Boxes

IN WITNESS WHERE OF the parties hereto have executed these presents on the day, month and year first above written put their respective signature herein below.

**SIGNED, SEALED AND DELIVERED
BY THE DEVELOPER**

In KOLKATA the presence of:

Partha Sarathi Ganguly
Director
Annapurna Ashray Pvt. Ltd.

**SIGNED, DELIVERED BY THE
ALLOTTEE In Kolkata**
in the presence of :

Signature of ALLOTTEE