

ANNEXURE 'A'

[See rule 9] AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20____.

By and Between

Balaji Projects, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Street no. 4/2, Padmapukur-Bhimpur Road, P.O. & P.S. – Tarakeswar, Dist – Hooghly, Pin-712410, West Bengal (PAN: AARFB7901J), represented by its Partners, Sri Laxmi Pat Kothari, S/o Late Suraj Mal Kothari (PAN: AFOPK9101M) (Aadhar no.9873 9144 2919), authorized vide dated 25/07/2024, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

[If the Allottee is a company]

_____,(CIN no. _____)a company incorporated under the provisions of the Companies Act,[1956or2013,as the case maybe] ,having its registered office at _____,(PAN _____), represented by its authorized signatory, _____,(Aadhar no. _____) duly authorized vide board resolution dated _____,hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor -in-interest, executors, administrators 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, _____,(Aadhar no. _____) authorized vide _____,herein after referred to as the "Allottee"(which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____,(Aadhar no. _____)son/ daughter of _____, aged about _____, residing at _____,(PAN _____), herein after 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 Promoter and Allottee shall herein after collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter is the absolute and lawful owner of all that piece and parcel of land totally ad measuring 1046.55 square meters situated at in Mouza - Gure, Block – Tarakeswar & District – Hooghly, under Santoshpur Gram Panchayat, J.L.- 20 ("Said Land") vide sale deed(s) dated 22/06/2023 Registered at the office of the Additional District Sub-Registrar, Tarakeswar, District Hooghly, in (i) Book No – I, Volume No. 0618-2023 Pages from 38162 to 38178 bearing being No 061802024 for the year 2023, (ii) Book No – I, Volume No. 0618-2023 Pages from 38179 to 38195 bearing being No 061802024 for the year 2023 and (iii) Book No – I, Volume No. 0618-2023 Pages from 38196 to 38212 bearing being No 061802022 for the year 2023
- B. The Said Land is earmarked for the purpose of building a residential project, comprising G+4 (Ground+Four) multistoried apartment building alongwith car parking space in the ground floor and the said project shall be known as 'Shubham Residence'("Project");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- D. The Office of the Hooghly Zilla Parishad, P.O.- Chinsurah, Dist - Hooghly has granted the commencement certificate to develop the Project vide approval dated 14/05/2024 bearing no. HM15F5P59;
- E. The Promoter has obtained the final layout plan approvals for the Project from Office of the Hooghly Zilla Parishad, P.O.- Chinsurah, Dist - Hooghly. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration
- G. The Allottee had applied for an apartment in the Project vide application no. ___ dated _____ and has been allotted apartment no. ___ having carpet area of ___ square feet, type-_____, on _ floor in building no. ___ along with covered parking no. _____ admeasuring _____ square feet in the Projects, as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (herein after referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. 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;
- J. 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 herein after;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the closed parking (if applicable) as specified in paragraph G;

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

1. TERMS:

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

The Total Price for the Designated Apartment based on the carpet area is Rs. _____ (Rupees _____) Only and Car Parking is Rs. _____ /-(Rupees _____), aggregating to Rs. _____ /- (Rupees _____) ("**Total Price**"):

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet (to be derived from amount as per caret area) Rs. _____ /-
Exclusive Balcony or verandah	No Separate Charge
Parking-1	Rs. _____ /-

A)	Total Price (in rupees) with Taxes(GST)	Rs. _____ /- (Rupees _____ only)
B)	Other Costs	
	B1) Transformer charges & Electricity charges	Rs. _____ /- (Rupees _____ only) + Applicable GST
	B2) Diesel Generator Power-Backup	Rs. _____ /- (Rupees _____ only) + Applicable GST
	B3) Legal and Documentation Charges	Rs. _____ /- (Rupees _____ only) + Applicable GST
	B4) Maintenance charges for 3 months after CC/OC	Rs. _____ /- (Rupees _____ only) + Applicable GST
	Total (B = B1+B2+B3+B4)	Rs. _____ /- (Rupees _____ only)
C)	Deposits	
	C1) Advance Maintenance charges for 9 months	Rs. _____ /- (Rupees _____ only)
	C2) Interest Free Maintenance deposit/sinking fund	Rs. _____ /- (Rupees _____ only)
	Total (C = C1+C2)	Rs. _____ /- (Rupees _____ only)
	Total Price in Rupees (A+B+C)	Rs. _____ /- (Rupees _____ only)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value

Added Tax, Service Tax, GST, 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 Promoter) 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 promoter shall be increased/reduced based on such change/modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes:
 - 1) Prorate share in the Common Areas; and
 - 2) __covered parking(s)as provided in the Agreement.

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

- (v) The Allottee(s)shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- (vi) The Promoter shall not allow, any rebate for early payments of installments payable by the Allottee.
- (vii) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is completed and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(ii) of this Agreement.

Subject to Clause 9.3 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. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring etc. in the common areas etc. and includes cost for providing

all other facilities as provided within the Project.

- (iv) It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (v) It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- (vi) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- (vii) 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 Promoter 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 Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'Balaji Projects' 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third

party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floorplans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and Provisions prescribed by the Office Of The Hooghly Zilla Parishad.

7. POSSESSION OF THE APARTMENT / PLOT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment by _____

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

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

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

clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

Compensation:

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here by represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / 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 Promoter confirms that the Promoter 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 Promoter 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other out goings, whatsoever, payable with respect to the said project to the competent Authorities till the date of receipt of the Occupancy Certificate/Completion certificate;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the 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 Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction miles tones and only there after the Allottee be required to make the next payment without any penal interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:
 - (iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.
3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Allottee fails to make payments for ___ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount, taxes and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment 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 within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final

settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

(A) Maintenance And Association

- (i) 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.
- (ii) 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.
- (iii) 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 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.

(B) Interim Maintenance Period:

- (i) 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.
- (ii) 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.
- (iii) 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.

12. DEFECT LIABILITY

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

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

TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not door suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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 color 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 Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment 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 Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with 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, 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 here to 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, 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 Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in the Additional District Sub-registrar Tarakeswar, District Hooghly after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at ____.

30. NOTICES

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

_____ Name of Allottee
_____(Allottee Address)

M/s Balaji Projects (Promoter Name)

Street no. 4/2, Padmapukur-Bhimpur Road.P.O. & P.S.- Tarakeswar,
Dist – Hooghly, Pin-712410 (WB) (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the

additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. INTERPRETATION

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply-

- a) References to any statute or statutory provisions or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, reenacted or replaced from time to time whether before or after the date hereof;
- b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, refers to recitals, schedules and annexure of this Agreement;
- d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.;
- e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it;
- f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa;
- g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands;
- h) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter",
- i) "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- j) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- k) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- l) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- m) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- n) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / provisions in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

35. CONDITIONS PRECEDENT

- a) Acceptance of Conditions Precedent and Understanding by Allottee:

The Promoter and the Allottee have accepted and agreed that the following are and shall be the conditions

precedent to this Agreement and the Allottee has understood and accepted the under mentioned methodology:

b) Development of Said Land:

The promoter is fully entitled to develop the said land and building as per the sanctioned plan, including such additions, alterations, modifications as may be required with prior approval or intimation to the Office of the Hooghly Zilla Parishad and the Allottee accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

c) Sanctioned Plan and Modifications:

In pursuance of such intention, the Building Plan of the Said Building has been sanctioned and/or shall further be sanctioned revised by the Office of the Hooghly Zilla Parishad.

d) Extent of Title:

The right title and interest of the Allottee is limited to the said Apartment, the land share, the car parking space (if purchased) and the share in common portions and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the said Building and/or the entrance road and/or any portion of the said Premises

e) Specifications, Amenities, facilities:

Providing any Specifications, Amenities, Facilities which are part of the said unit/Apartment are morefully described in the Schedule F below (Specifications) to be payable to the Promoter, at the time of Possession/Fit out possession

36. TAX DEDUCTED AT SOURCE (TDS) :

The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of Promoter, and within 30 days of such deduction the Allottee shall submit the original TDS certificate to Promoter which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assesses in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the said Unit/Apartment sha I be subject to adjustment/recovery of such amount.

37. LEGAL FEES, STAMP DUTY AND REGISTRATION COST:

That Stamp duty, registration fees and any miscellaneous expense including the fee for the deed writer/professional for every instance of registration and all other fees and charges (including commissioning charges), if any, shall be borne by the Allottee and shall be paid prior to the date of registration. The legal Advisors/Deed writer shall be appointed by the promoter at their own discretion.

38. CONSTRUCTION, COMPLETION OF SALE AND FACILITY MANAGER:

(a) Quality, Workmanship and Acceptance of variations etc.:

The decision of the Promoter along with his Architect regarding quality, workmanship and variations,

modifications or alterations shall be final and binding on the Allottee. The Allottee hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection against the Promoter and/or the Architect for making such variations, modifications or alterations.

(b) No Hindrance/Disturbance:

The Allottee shall not do any act, deed or thing whereby the construction/development of the Said Unit/Apartment and the Said Parking Space (if any) and/or the Said Building is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto. Any such act of the Allottee leading to detrimental loss of Promoter shall be indemnified by the said Allottee/s.

(c) Obligation of Allottee:

The Allottee shall make all payments and perform all obligations as stipulated in this Agreement and the Allottee shall not, in any way, commit breach of the terms and conditions herein contained.

39. ALLOTTEE'S COVENANTS:

The Allottee covenants with the promoter (which expression includes the Facility manager/Association, whenever formed and wherever applicable) and admits and accepts that:

a) Satisfied with common portions and specifications:

The Allottee upon full satisfaction and with complete knowledge of the Common Portions and also the components taken into consideration the Specifications and all other ancillaries related thereto is entering into this Agreement. The Allottee has examined and is acquainted with the Said building and has agreed that the Allottee shall neither claim any right over any portion of the Said building save and except the Said Unit/Apartment and Appurtenances thereto.

b) Mutation:

The Allottee shall pay the rates and taxes (proportionately for the said unit/apartment from the date of possession and until the said unit/apartment is separately mutated and assessed in favour of the allottee), on the basis of the bills to be raised by the developer/promoter or the facility manager/the Association (upon formation), such bills shall be conclusive proof of the liability of the allottee in respect thereof. That the mutation and apportionment of the said unit/Apartment shall be done at the cost of the Allottee by the promoter or any person appointed by the promoter and for the same the Allottee shall pay the expenses and fees as may be demanded at that time in favour of the Promoter or Person nominated by the Promoter which is separate from all other charges as stated in this Agreement. That the Allottee shall further be liable to pay the proportionate tax of the said unit/Apartment in favour of the respective authorities or the concerned appropriate authority. The allottee further admits and accepts that he/she/it/they shall not claim any deduction or abatement in the bills of the Promoter or Facility manager/the Association (upon formation).

c) Allottee to pay interest for Delay and/or Default:

The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills including the Consideration and all outgoings, raised by the Promoter/the Facility Manager/the Association (upon formation), within 15 (fifteen) days of presentation thereof, failing which the Allottee shall pay interest @ 18% per annum, for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions. It is clarified that incase the Allottee does not make the payment of such bills along with the interest accrued thereon, for a continuous period of 2 (two) months, the Promoter may take recourse to terminate this Agreement in terms of Clause 12 below.

d) Promoter's Charge/Lien :

The promoter shall have first charge and/or lien over the said unit/Apartment and Appurtenances for all amounts due and payable by the Allottee to the Promoter provided however if the said unit/Apartment and Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter as applicable.

40. ALLOTTEE'S OBLIGATION

The Allottee shall:

- a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building by the Promoter /the Facility Manager/the Association (upon formation).
- b) **Observing Rules:** Observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said building.
- c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Unit/Apartment and Appurtenances and the Common Portions, from the Date of Possession, exclusively.
- d) **Meter and Cabling:** Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit/Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other building Co-Owners. The main electric meter shall be installed only at the common meter space in the Said building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said building and outside walls of the Said building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
- e) **Residential Use:** Use the Said Unit/ Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Unit/Apartment to be used for commercial, industrial, religious, political or other non-residential purposes. The Allottee shall also not use or allow the Said Unit/Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. House Helper shall be used only for residing purpose of maid servant and for no other purpose.
- f) **No Alteration:** Not to alter, modify or in any manner change the
 - (i) elevation and exterior color scheme of the Said Unit/Apartment and the Said building; and
 - (ii) design and/or the color scheme of the windows and grills of the Said Unit/Apartment. In the event it is detected that the Allottee has made any alterations/changes, the Allottee may be penalized to compensate the Promoter/the Facility Manager/the Association (upon formation) (as the case may be) to such amount of damages and compensation as estimated by the Promoter/the Facility Manager/the Association (upon formation) and additional costs for restoring the same to its original state.
- g) **No Structural Alteration and Prohibited Installations:**

Not to alter, modify or in any manner change the structure or any civil construction in the Said Unit/Apartment and Appurtenances or the Common Portions or the Said building'. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said building and/or on any external part of the Said building and/or the roof thereof save and except the location designated by the Promoter/the Facility Manager. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Unit/Apartment without prior permission Promoter/the Facility Manager/the Association (upon formation). The Allottee accepts that the aforesaid covenants regarding grills, air- conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said building, which is beneficial to all.
- h) **No Sub-Division:** Not to sub-divide the Said Unit/Apartment and Appurtenances and the Common Portions, under any circumstances.
- i) **No Changing Name:** Not to change/alter/modify the names of the Said building from that mentioned in this Agreement.
- j) **No Nuisance and Disturbance:** Not to use or permit to be used the Said Unit/Apartment or the Common Portions or the Car Parking Space, in such manner or commit any act, which may in any manner cause nuisance

or annoyance to other occupants of the Said building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- k) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions/areas
- l) **No Obstruction to the Promoter/Facility Manager/Association:** Not to obstruct the Promoter/Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on other portions of the said building and transferring or granting rights to any person in any part of the said building (except the said Apartment/unit and the parking space).
- m) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) for use of the Common Portions.
- n) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- o) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit/Apartment, the Parking Space, if any and the Common Portions.
- p) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit/Apartment and the Car Parking Space, if any.
- q) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/Apartment/Said building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Unit/Apartment.
- r) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save usual home appliances.
- s) **No Installing Generator:**
Not to install or keep or run any generator in the Said Unit/Apartment and the Parking Space, if any.
- t) **No Use of Machinery:** Not to install or operate any machinery or equipment except home appliances.
- u) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the Said Unit/Apartment and/or the Said Complex.
- v) **No Damage to Common Portions:** Not to damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, guests, pets or servants of the Allottee, the Allottee shall compensate for the same.
- w) **No Hanging Clothes:** Not to hang or cause to be hung clothes outside the balconies and in the terraces of the Said Unit/Apartment.

41. LETTING OUT AND TRANSFER INFORMATION

If the Allottee lets out or transfers the Said Unit/Apartment and Appurtenances post the handover of Possession, the Allottee shall immediately notify the same to the Facility Manager/the Association (upon formation) with regard to such let-out/Sale. Under such circumstances, a prior intimation with regard to such intention of let-out is required to be served upon the Promoter through the Facility Manager or solely through the Association upon formation. Before any kind of let- out/Sale, the Allottee is required to clear all dues including Maintenance Charges, Municipal/Panchayat/local authorities Taxes, etc. in respect of the Said Unit/Apartment and Appurtenances, that shall be payable to the Promoter /Facility Manager/Association. The Allottee shall further give a written declaration regarding confirmation as to whom the Facility Manager shall claim for the Maintenance Charges after such let-out/Sale.

42. NO OBJECTION TO CONSTRUCTION:

Notwithstanding anything contained in this Agreement, the Allottee has accepted and is also satisfied with the sanction plan to construct/develop the said building and to construct/develop on other/added portions of the said property and hence the Allottee/Association (upon formation) has no objection to the continuance of construction in the other portions of the Said Property/the Said building, even after the Date of Possession Notice. The Allottee/Association (upon formation) accepts that inconvenience may be suffered by the Allottees due to and arising out of the said construction/development activity. It is clarified that the Other/Added portions shall mean the adjacent premises that may be further added to, integrated and amalgamated with the Said Property in the future, to which the Allottee/Association (upon formation) hereby gives consent.

43. ASSOCIATION AND RULES

- a) **Rules of Use:** The Said Unit/Apartment and Appurtenances shall be held by the Allottee subject to such rules and regulations as may be made applicable by the Association from time to time.
- b) **Restrictions:** The Allottee agrees that the Allottee shall use the Said Unit/Apartment and Appurtenances subject to all restrictions as may be imposed by the Association.

44. MISCELLANEOUS

- a) **Indian Law:** This Agreement shall be subject to Indian Laws.
- b) **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- c) **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- d) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or are enforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set- aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- e) **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- f) **Nomination by Allottee with Consent :** The Allottee admits and accepts that before execution and registration of sale deed of the said unit/Apartment and Appurtenances but only after expiry of a period of 24 (twenty-four) months from the date of this agreement, the allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this agreement on payment of 10% of the Total Consideration amount as nomination charges to the Promoter subject to the covenant by the nominee that the nominee shall strictly adhere to the terms of this agreement and subject also to the following conditions:

45. ALLOTTEE TO MAKE DUE PAYMENTS

- a) The Allottee shall make payment of all due amounts in terms of this Agreement, up to the time of nomination.
- b) **Written permission of the Promoter:** The Allottee shall obtain written permission of the Promoter regarding

such nomination and the Allottee shall be bound to enter into an Agreement for Sale and tripartite Nomination Agreement with the Promoter.

- c) Additional legal fees : The Allottee shall pay additional legal fee of Rs._____/-(Rupees_____) to the Promoter towards the preparation of such nomination documents.
- d) Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all the terms and conditions as agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- e) Compulsory Registration: This agreement shall be subject to compulsory registration by Allottee on payment of charges in the manner as provided in this agreement. In case if the Allottee ignores and/or is not willing to have the agreement registered, then the effect of non-registration shall be sole liability of the Allottee.
- f) Amendments/Modifications: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- g) Reservation of Rights: No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- h) Waiver: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of any Party to require due and punctual performance of any obligation by the other Party/Parties shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other branches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

46. JURISDICTION:

District Judge and High Court:

In Connection with the aforesaid Arbitration proceeding, only the District Judge, Hooghly District and the High Court at Calcutta shall have the Jurisdiction to entertain and try all the proceedings.

SCHEDULE - A

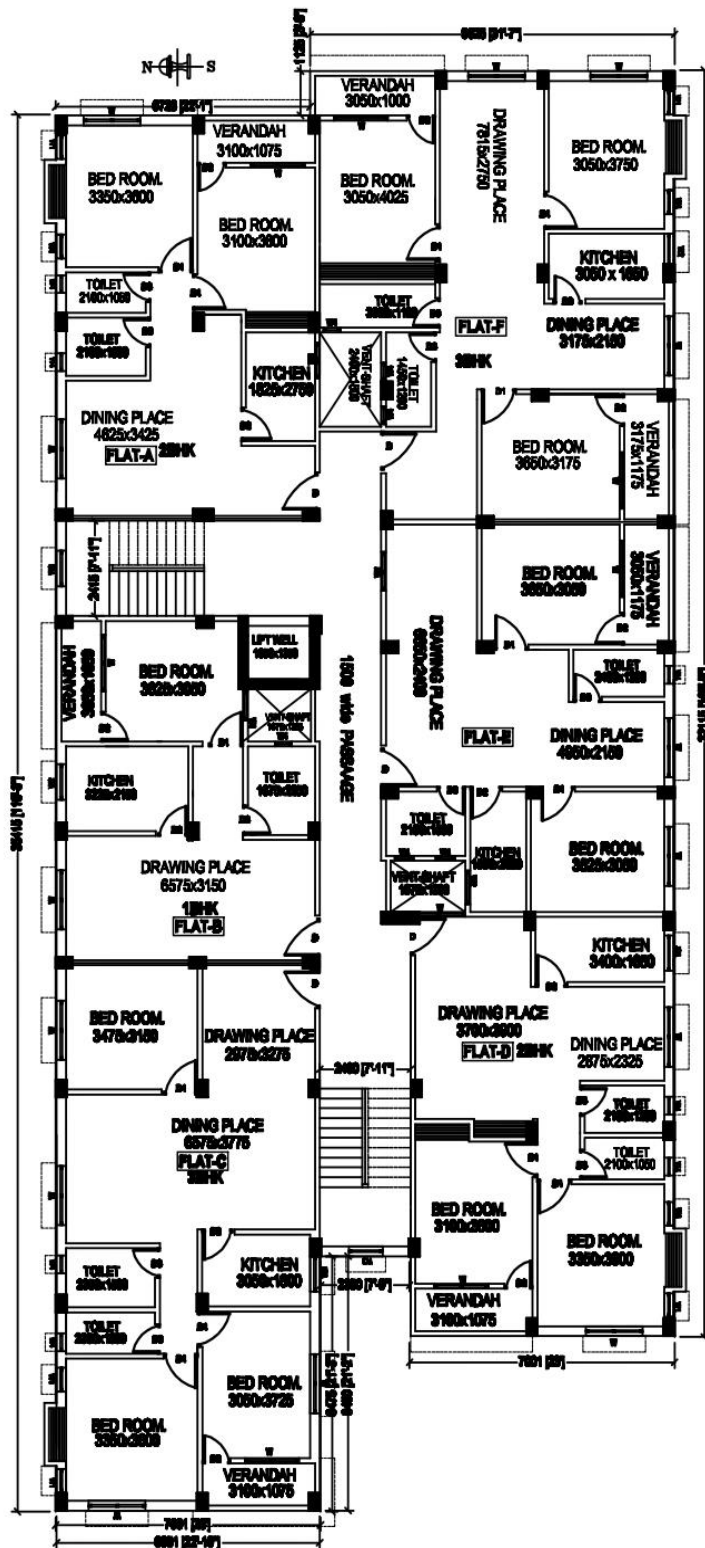
ALL THAT piece or parcel of Bastu Land measuring an area 26 Satak/1046.55 sq mtr (approx.) together with proposed G+4 storied building named "Shubham Residence" to be erected thereon comprised in Mouza-Gure, J.L. No 21, R.S. Dag No. 560 & 601(P) corresponding in L.R Dag No 654 & 700, corresponding to L.R. Khatian No 1816, 1817 & 1818, Under Santoshpur Gram Panchayat, P.S - Tarakeswar, District – Hooghly, Pin – 712410, West Bengal, Sub Registry Office at Tarakeswar and the said property is butted and bounded as follows:

- ON THE NORTH: By Land of Sambhu Santra
- ON THE SOUTH: By Land of Bhadreswar Bera
- ON THE EAST: By Padmapukur to Bhimpur Road
- ON THE WEST: By Land of Baidyanath Jana & Sambhu Santra

SCHEDULE - B

FLOOR PLAN OF PROPOSED G+4 STORED APARTMENT TYPE RESIDENTIAL BUILDING OF BALAJI PROJECTS OF P.S.DAG NO-888 & 884(P), I.R. DAG NO-884 & 788 (P), UNDER L.R. KHATAN NO-3814, 3817, 3820, AT MOUKA-GURE, J.L. NO-30, WITHIN SANTOSHIPUR GRAM PANCHAYET, GURE, PADMAPUKUR-BHIMPUR- ROAD, P.S.-TARAKESWAR, DIST.-BOOGHLY.

PARTNERS- *SHRI LAXMPATH KOTHARI, SGT. SANTOSHI KOTHARI,*



TYPICAL FLOOR PLAN OF G+4 STD. BUILDING FROM 1ST. TO 4TH. FLOOR

SCALE-1:100

SCHEDULE – C
(PAYMENT PLAN)

CONSIDERATION

PART - I

The Allottee agrees to pay to the Owners total consideration amount for the Unit alongwith right to use of Rs. _____/- (Rupees in words) as stated in clause (1) above for the said flat together with undivided and impartible proportionate share or interest in the land of the said premises in relation to the said flat. The Total consideration of Rs. _____/- (Rupees in words), shall be payable to the Promoter in the following manner: -

- | | |
|--|-----------------------|
| i) Simultaneously with the execution of these presents/Booking amount - Rs. 2,00,000/- | |
| ii) On or before completion of ground floor roof casting- | 10% of Consideration |
| iii) On or before completion of 1 st floor roof casting- | 10% of Consideration |
| iv) On or before completion of 2 nd floor roof casting- | 10% of Consideration |
| v) On or before completion of 3 rd floor roof casting- | 10% of Consideration |
| vi) On or before completion of 4 th floor roof casting- | 10% of Consideration |
| vii) On or before completion of Brick wall of the flat- | 20% of Consideration |
| viii) At the time of finishing- | 20% of Consideration |
| ix) At the time of possession/registration- | <u>Balance amount</u> |

TOTAL Rs. _____/-

Part – II

- | | |
|---|-------------|
| i) Utility Charges such as DG Connection, Transformer Charges | Rs. _____/- |
| ii) Legal Charges | Rs. _____/- |
| iii) Sinking Fund | Rs. _____/- |
| TOTAL Rs. _____/- | |

SCHEDULE - D

(Common Areas & Facilities)

At Ground Floor

- Entry/Exit Gate
- Security Room
- Car Parking (Dependant)
- Diesel Generator
- Common toilet and bathroom

Others

- Manual operated Lifts
- CCTV
- Intercom
- Overhead Tank
- Water Pipe Lines and Other Plumbing Installation
- Pump & Motors Installations
- Common Passage/Lobby of the Floor on which the Unit Is Located.
- Stair case

SCHEDULE – E

(COMMON EXPENSE/MAINTENANCE CHARGES)

- a) Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
- b) Electricity : All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the said building.
- c) Association : Establishment and all other capital and operational expenses of the Association
- d) Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- e) DG Sets : Operation and Maintenance of D G Sets like fuelling, oiling etc and up-keepment expenses including repair and maintenance, licenses if any. Operating the DG Set is compulsory in case of power cut and such expenses shall be borne as common expenses.
- f) Maintenance : All cost for maintaining, operating, replacing, white-washing, painting, decorating, redecorating, re-building, re-constructing, lighting and renovating the common portions as described in the schedule herein in respect of the said building including the exterior or interior but not inside any apartment.
- g) Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, diesel generator sets, pumps, motors, electrical switches, cctv installations, common installations including their license fees, taxes and other levies(if any), refilling of fire extinguisher (if any) and expenses ancillary or incidental thereto and the lights of the common portions and the road network.
- h) Rates and Taxes : Panchayat Tax and/or Concerned authorities taxes, land revenue, surcharge, water tax and other levies for the said building save those separately assessed on the Allottee.
- i) Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits. The Allottes/Association shall keep security for 24 hours and seven days in a week, under no circumstances the securities can be appointed for shorter duration.

SCHEDULE – F

(Specifications, Amenities, Facilities)

- (i) **STRUCTURE:** Building structure R.C.C. Column, Beam, Roof, Pillar, Tie Beam as per Structure Design approval by competent authority, outside brick wall 10” thickness inside wall 5” and 3” as per Engineer’s direction.
- (ii) **FLOORING:** All rooms, dining--cum-living, balconies, stairs, kitchen and toilets are having Vitrified tiles and skirting of 6”.

- (iii) **DADO:** The toilet dado upto 5-6” with glaze tiles in the ground floor.
- (iv) **KITCHEN:** On the gas table installation is of Granite stone and sink of steel and with wall 3ft height glazed ceramic tiles of above cautioning platform to protect the oil spot.
- (v) **TOILET:** The toilet will have commode (Branded company) and one basin in each flat and all toilet fittings, e.g. taps, shower etc of Branded company.
- (vi) **WINDOW:** Aluminum Window frame and palla with Grill, and panel of the Palla fitted with glass.
- (vii) **DOOR:** All door frames are of standard quality shawl, kappur wood and all door palla of flash door. Bathroom door is of PVC.
- (viii) **WATER SUPPLY:** Water supply round the clock is assured through the inhouse pump.
- (ix) **PLUMBING:** Inside of the Wall Toilet pipe line is concealed
- (x) **ELECTRIC:** Full concealed wiring with light points, Fan points, Plug points and modular switches of branded company.
- (xi) **LIFT :** One Passenger lift (6 Person)of reputed make
- (xii) **SECURITY AMENITIES :** CCTV & Intercom

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)_____

At _____ on _____ in the presence of:

Please affix photograph and sign across

Please affix photograph and sign across

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

Please affix photograph and sign across thepho

Name: _____

Address: _____

Signature _____

Name: _____

Address: _____