

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) is made on this ____ day of _____, 2023, **BETWEEN:**

ORTEM CREDIT PRIVATE LIMITED, a company incorporated within the meaning and provisions of the Companies Act, 1956 (1 of 1956) and existing within the meaning and provisions of the Companies Act, 2013, having its registered office at Agrawal House, 2nd Floor, 2, St. Georges Gate Road, Hastings, Police Station – Hastings, Post Office – Hastings, Kolkata - 700 022 having PAN. AAACO3167F represented by its Director Mr. Ashutosh Bagla [having PAN: ASDPB0617M and Aadhar No.: 8290 5630 7576, son of Mr. Bharat Kumar Bagla, residing at 7B Onkar Tower, 36A Garcha 1st Lane, Police Station - Gariahat, Post Office - Ballygunge, Kolkata - 700 019 authorized vide Board Resolution dated 28th August 2023 hereinafter referred to as “**Vendor**” (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors in interest, liquidators, administrators and/or assigns) of the **ONE PART**.

AND

_____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ **P.S.-** _____, **P.O.-** _____; hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof

be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. The Vendor is entitled to *inter alia* **ALL THAT** 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. [upon physical measurement 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft.] comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099 (hereinafter referred to as the “**Project Land**” and more fully and particularly described in the **FIRST SCHEDULE** hereunder written).
- B. The devolution of title and the circumstances under which the Vendor became the owner of the Project Land is set out in the **SECOND SCHEDULE** hereunder written.
- C. The Vendor therefore has the right to enjoy, commercially exploit and occupy as absolute owner of *inter alia* the Project Land and has also got its name mutated in the records of the Kolkata Municipal Corporation for the Project vide mutation certificate bearing number 0073125 dated 22nd August, 2023 bearing Assessee Number 311090601512.
- D. The Project Land has been earmarked for the development of a commercial and residential project and to be known as “**SAMYRA FLORA**” consisting of ground plus three storied building (hereinafter referred to as the “**Project**”).
- E. The Vendor has obtained the sanctioned building plan and approvals from the Kolkata Municipal Corporation (which shall be amended and supplemented at the instance of the Developer in accordance with Applicable Law), for the apartments /shops to be constructed at the Project.
- F. The Real Estate Regulatory Authority (RERA 2021) registration number at Kolkata for the Project is_____.
- G. The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Project have been completed.
- H. The Allottee has been allotted apartment no._____having Two / Three Bedroom having carpet area (as per the Act) of_____Sq. Mt.

(equivalent to _____ square feet), Covered Balcony area of _____ Sq. Mt. (equivalent to _____ square feet), on _____ floor of the Building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to Sq. Ft.) bearing no. _____ in the covered / uncovered area of the ground floor of the said Building together with pro rata undivided impartible indivisible share in the Common Areas of the said Building and further together with proportionate undivided share in the Project Land attributable to the said [apartment/unit] (the said unit No. _____ together with all the appurtenances thereto) hereinafter referred to as the **“Designated Unit”** and more fully and particularly described in the **THIRD SCHEDULE** hereunder written);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. 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.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Unit.

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

DEFINITIONS

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

- (i) **“ACT”** means the Real Estate (Regulation and Development) Act, 2016 applicable to the State of West Bengal (as amended and supplemented from time to time);
- (ii) **“APPLICABLE LAW”** shall mean all laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or

of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

- (iii) "**REGULATIONS**" means the Regulations made under the Act;
- (iv) "**RULES**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act;
- (v) "**SECTION**" means a section of the Act;
- (vi) "**ARCHITECT**" shall mean Shri Aditya Goswami of Architectonic Services, Annapurna Alcazar, First Floor, 17A Anil Roy Road, Kolkata - 700029. having License No CA/2004/33103 issued by Kolkata Municipal Corporation being appointed as Architect for the Project and its associates as structural consultant/supervising engineers to the Project or architects or any other firm appointed by the Vendor from time to time;
- (vii) "**SANCTIONED PLAN**" shall mean the plan sanctioned for the Project by the Kolkata Municipal Corporation vide Building Sanction Plan No. 2012120435 dated 12.10.2012, and the same has been revalidated on 01.11.2022 till 11.10.2027 and shall also include all revisions, modifications, alterations and additions thereof as may be obtained by the Vendor from time to time, subject to compliance of the Act;
- (viii) "**BUILDING**" shall, as the context may require, named **SAMYRA FLORA** constructed, by the Vendor as per the Sanctioned Plan comprising of various self-contained units, constructed spaces, exclusive service areas and Parking Spaces (both open and covered) capable of being held and/or enjoyed independently of each other on ownership basis, as per the specifications mentioned in the **FOURTH SCHEDULE** hereunder written.
- (ix) "**UNIT**", whether called a dwelling unit or flat or premises or suit or tenement or unit or shop or commercial space or by any other name, means a separate and self-contained part of the Building in the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in the Building, used or intended to be used for any purpose;
- (x) "**PARKING SPACE**" shall mean covered/uncovered parking spaces in the ground floor of the Buildings in the Project and also the open parking spaces in the open compound as expressed or intended by the Vendor at its sole discretion for parking of vehicles;
- (xi) "**CARPET AREA**" shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, columns, areas under services shafts, Covered Balcony

Area but includes the area covered by the internal partition walls, as more particularly defined in the Act and certified by the Architect upon completion of the Project;

- (xii) **“SUPER BUILT-UP / SALEABLE AREA”** of a Unit shall mean the Carpet Area, Covered Balcony together with the proportionate share in the Common Portions, Parts and Common Areas attributable to such Unit at any point of time.
- (xiii) **“COMMON AREAS”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, Septic Tank, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may have been or may be built or installed by the Vendor from time to time for the use and enjoyment thereof by all the allottees of the Project and have been more fully and particularly set out in **Part A** of the **FIFTH SCHEDULE** hereunder written.
- (xiv) **“COMMON EXPENSES”** shall mean and include the expenses for Common Purposes as mentioned in **Part B** of the **FIFTH SCHEDULE** hereunder written to be paid borne and contributed by the allottees of the Project for Common Purposes;
- (xv) **“CAM CHARGES”** shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Designated Unit, the Buildings, Project and the Common Areas including costs of insurances, supervisory expenses and proportionate tax for the Common Areas and all other charges as may be determined by the Vendor and/or the Maintenance Agency and/or the Association, but excluding property taxes payable in respect of the other units.
- (xvi) **“COMMON PURPOSES”** shall include the purposes of managing and maintaining the Project, the Building(s) and in particular the Common Areas, rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas in common;
- (xvii) **“MAINTENANCE AGENCY”** shall mean Nidhi Nilayam P Ltd having its registered office at 11/3A Old Ballygunge 2nd Lane, Kolkata, 700019 or such other entity as may be appointed by the Vendor, from time to time, for the Common Purposes till such time the maintenance of the Project is handed over to the Association.
- (xviii) **“ASSOCIATION”** shall mean an association of all the unit owners of the Project (including the Vendor for such units of the Project not alienated or agreed to be alienated by the Vendor) formed or that may be formed by the unit owners in

accordance with Applicable Law at the instance of the Vendor for the Common Purposes with such rules and regulations as shall be framed by the Vendor;

- (xix) “**Masculine**” gender shall include the “**Feminine**” and “**Neuter**” genders and vice versa.
- (xx) “**Singular**” number shall include the “**Plural**” and vice versa.

1. TERMS:

- (xxi) Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Unit.
- (xxii) The Total Price for the Designated Unit and appurtenances is **Rs.**
 _____ **(Rupees _____ only) (“Total Price”):**

Designated Unit No.
Type	2/ 3 bedroom
Floor	First / Second / third
Carpet Area as per the Act (in Sq. Ft.)	
Exclusive Covered Balcony Area (in Sq. Ft.)	
Super Built-Up/ Saleable Area (in Sq. Ft.)	
Price of Designated Unit (Super Built Up/Saleable Area) (in Rs.)	
Reservation of right of Parking Space	Reserved/Not reserved
1 - Type	1 – Covered / Uncovered/Not Applicable
2 – Size (in Sq. Ft.)	Applicable
3 - Location & Slot Number	2 – Area in sq ft/ Not Applicable
	3 – Marked on plan enclosed/ Not Applicable
Total value of reserving the Parking space/s	Rs...../-
Total Consolidated Price of the Designated Unit (in Rs.) without Taxes	Rs...../-
Taxes on the Consolidated Price (in Rs.)	Rs...../-

	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
TOTAL PAYABLE TO THE VENDOR (A)	Rs..... /-
Extra Charges / Deposits	
<p>Payable directly to the Vendor or at its instructions, to the relevant service providers wherever applicable.</p> <p>1. Common Electricity</p> <p>2. Association formation charges</p> <p>3. Stamp & registration fee and other incidental expenses for Registration</p> <p>4. Deposit to cover the estimated maintenance of 12 months</p>	<p>Rs /-</p> <p>Rs 10 Per sq ft of Super Built-Up/ Saleable Area payable to the Vendor as reimbursement for obtaining common electricity.</p> <p>Rs. 5,000/-</p> <p>As applicable</p> <p>Rs /-</p> <p>Rs. 30/- per Sq. Ft. of Super Built-Up/ Saleable Area to the Maintenance Agency i.e., M/s Nidhi Nilayam P Ltd</p>
Taxes on Extra Charges (in Rs.)	The Goods & Service Tax and any other applicable tax on the

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

Explanation:

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

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

- (c) The Vendor shall periodically intimate in writing to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make payment demanded by the Vendor within 30 (thirty) days of the Vendor's demand and in the manner specified in such demand. In addition, the Vendor shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (d) The Total Price of Designated Unit includes 1) pro rata share in the Common Areas and 2) Parking Spaces.
- (xxiii) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor undertakes and agrees that while raising a demand on the Allottee for increase in development charges,

cost/charges imposed by the competent authorities, the Vendor 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.

- (xxiv) The Allottee shall make the payment as per the payment plan set out in the **EIGHTH SCHEDULE** hereunder written ("**Payment Plan**").
- (xxv) The Vendor may allow, in its sole discretion, a rebate for early payments of instalments (in case of Down Payment Scheme) payable by the Allottee by discounting such early payments @9% (nine percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor.
- (xxvi) It is agreed that the Vendor shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the **FOURTH SCHEDULE** and the **FIFTH SCHEDULE** hereunder written in respect of the Designated Unit as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Vendor may, in its discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- (xxvii) The Vendor shall confirm the final Carpet Area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate for all the units in such Building are obtained, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable shall be recalculated upon confirmation by the Vendor. If there is reduction in the Carpet Area specified herein, then the Vendor shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the Carpet Area, allotted to Allottee, the Vendor may demand the increased amount from the Allottee as per the next milestone of the Payment Plan. Allottee has verified the Carpet and Saleable Area and shall not raise any questions later. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2 (ii) of this Agreement.
- (xxviii) The Allottee agrees that it shall under no circumstances, obstruct the parking space of another unit owner. It further understands that there various parking spaces in the Project will be used as back-to-back parking spaces and the Allottee shall ensure that its vehicle does not hinder or obstruct the usage by other unit owners of their respective parking spaces (including those being used on a back-to-back basis). The Allottee shall fully cooperate with the other unit owners in this regard.

- (xxix) The Allottee understands that the unit owners of the commercial units shall have the exclusive right to use the patio in the front portion appurtenant to their respective units save and except for any maintenance and emergency purpose as may be required by the Vendor/ Maintenance Agency/ Association and the Allottee shall not question and/or encroach upon such patios in front of the commercial shops.
- (xxx) The Allottee shall not access the passage leading from the front patio to the toilet and water point on the north side of the building that has been provided for the exclusive use and enjoyment of the commercial unit owners, except for the purpose of maintenance of water, drainage, electricity, security and other general maintenance of the Common Areas and any emergency as may be necessitated. Such access shall either be exercised by the Vendor/Association/Maintenance Agency or by the Allottee, with the prior written permission of the Vendor/Association/Maintenance Agency. The decision of the Vendor/Association/Maintenance Agency in this regard shall be final and binding on the Allottee.
- (xxxii) The Allottee shall allow commercial unit owners the use of the Common Areas (through the Vendor/ Association/ Maintenance Agency) for the limited purpose of maintenance of commercial unit owners' shops and patios appurtenant to their respective shops and the exclusive passage and waterpoint. For the avoidance of doubt, if any commercial unit owner has reserved a vehicle parking, then the above right shall be in addition to such commercial unit owner's right to use and access the Common Area for ingress and egress.
- (xxxiii) The rights of the Allottee are limited to ownership of the Designated Unit and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- (xxxiiii) Subject to Clause 10 (iii) the Vendor agrees and acknowledges, the Allottee shall have the right to the Designated Unit as mentioned below:
- (a) The Allottee shall have exclusive ownership of the Designated Unit.
 - (b) The Allottee shall also have undivided proportionate share in the Common Areas of the Building. Since the share interest of the Allottee in the Common Areas of the Building is undivided and cannot be divided or separated, the Allottee shall use such Common Areas along with other occupants, maintenance staff etc. of the Building, without causing any inconvenience or hindrance to them and as per the rules made in this respect. Further, the right of the Allottee to use the Common

Areas shall always be subject to the timely payment of CAM Charges and other charges as applicable. It is clarified that the Maintenance Agency shall hand over the Common Areas of the Project to the Association after duly obtaining the completion certificate from the relevant authority as provided in the Act.

- (c) That the computation of the price of the Designated Unit includes recovery of price of land, construction of not only the Designated Unit but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the Designated Unit, lift, water line and plumbing, finishing with plaster of paris, titles, doors and windows in the Common Areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Unit and the Project;

(xxxiv) It is made clear by the Vendor and the Allottee agrees that the Designated Unit along with the right to use exclusive service area and the Parking Space allotted to the Allottee shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Building's facilities and amenities as per the FOURTH SCHEDULE and the FIFTH SCHEDULE hereunder written shall be available only for use and enjoyment of the Allottee and other unit owners of the Building.

(xxxv) The Allottee further agrees that the Vendor has allotted or shall allot commercial units within the Project to various persons/entities and such commercial unit owners shall have all the customary rights in relation to the Common Areas necessary for use and enjoyment of such commercial units subject to payment by the commercial unit owners of their proportionate CAM Charges. The commercial unit owners shall also be allowed the right to use Parking Spaces within the Project (if allotted by the Vendor). These commercial unit owners shall be associate members in the Association.

(xxxvi) The Vendor agrees to pay all outgoings of the Designated Unit (for the period before transferring the physical possession or registration of the Deed of Conveyance, whichever is earlier), to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, CAM Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Unit to

the Allottee, the Vendor agrees to be liable, even after the transfer of the Designated Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. Provided that notwithstanding anything contained herein, upon handing over the possession of the Designated Unit to the Allottee or registration of the Deed of Conveyance, whichever is earlier, all outgoings of the Designated Unit (including municipal or other local taxes, charges for water or electricity, CAM Charges, and such other liabilities payable to competent authorities which are related to the Designated Unit) shall be payable by the Allottee.

(xxxvii) The Allottee has paid a sum equivalent to 9.99% of the Total Price of the Designated Unit as booking amount being part payment towards the Total Price of the Designated Unit at the time of application the receipt of which the Vendor hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Unit as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

(xxxviii) The Vendor has agreed to sell, transfer and the Allottee has agreed to purchase and acquire ALL THAT the Designated Unit being apartment no. _____ having _____ Bedroom having carpet area (as per the Act) of _____ Sq. Mt. (equivalent to _____ square feet), Covered Balcony area of _____ Sq. Mt. (equivalent to _____ square feet), on _____ **floor** of the Building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered area of the ground floor of the said Building together with pro rata undivided impartible indivisible share in the Common Areas of the said Building and further together with proportionate undivided share in the Project Land attributable to the said [apartment/unit] (the said unit No. _____ together with all the appurtenances thereto) as per specifications as mentioned in **FOURTH SCHEDULE** on ownership basis free of all encumbrances, charges, liens, lispendens, attachment, trusts, whatsoever or howsoever at and for the consideration and subject to the terms and conditions herein contained.

(xxxix) The Allottee shall in addition to the aforesaid pay extra charges or costs as mentioned in **SIXTH SCHEDULE** hereunder written.

(xl) That the Allottee shall pay to the Maintenance Agency / Association deposits as stated in **SEVENTH SCHEDULE** hereunder written.

- (xli) Till the date of handing over of possession or registration of the Deed Of Conveyance, whichever is earlier, the Vendor shall be liable to pay all municipal rates and taxes, local taxes, charges for water or electricity, CAM Charges, in respect of the Designated Unit. However, upon handing over of possession or registration of the Deed Of Conveyance, whichever is earlier, all charges, expenses, levies, taxes and other costs in respect of the Designated Unit shall be borne by the Allottee only.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendor abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of Ortem Credit Pvt Ltd payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendments/modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; it/he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Vendor accepts no responsibility in regard to matters specified in sub-clause (i) above. The Allottee shall keep the Vendor (and its employees, directors, servants and agents) fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the Applicable Laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Designated Unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS OF ESSENCE:

Time is of essence for the Vendor as well as the Allottee. The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Designated Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in the Payment Plan.

6. CONSTRUCTION OF THE PROJECT / DESIGNATED UNIT:

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

7. POSSESSION OF THE DESIGNATED UNIT:

(i) Schedule for possession of the said Designated Unit

The Vendor agrees and understands that timely delivery of possession of the Designated Unit to the Allottee and the Common Areas to the Designated Unit is the

essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Designated Unit on or prior to **31st March, 2024** with a grace period of 3 months subject to delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, quarantine restrictions, lockdowns, non-functioning of any statutory or regulatory bodies, court order, injunction, any calamity caused by nature affecting the regular development of the Project and/or any other event which is beyond the reasonable control of the Vendor ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Designated Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Allottee the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that it/ he/she shall not have any rights, claims etc. against the Vendor and/or the Designated Unit and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

(ii) Procedure for taking possession

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

The Vendor agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor.

(iii) Failure of Allottee to take Possession of Designated Unit

Upon receiving a written intimation from the Vendor as per sub-clause (ii) above, the Allottee shall within the period mentioned in such intimation take possession of the Designated Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Designated Unit to the Allottee. In case the Allottee fails to take possession within the time provided in sub-clause (ii), such Allottee shall continue to be liable to pay CAM Charges as specified in sub-clause (ii) and all taxes and outgoings relating to the Designated Unit and for all damages to the Designated Unit and/or other parts of the Building i.e., the Allottee would have been deemed to have taken possession of the Designated Unit.

(iv) Possession by the Allottee

After obtaining the completion certificate or handing over physical possession of the all the units to all the allottees, whichever is earlier, it shall be the responsibility of the Vendor to hand over the documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the local laws.

(v) Cancellation by Allottee

The Allottee shall have the right to cancel/ withdraw its allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit an amount equal to the sum of 9.99% of the Total Price being the Booking Amount, (collectively “**Cancellation Charges**”) and applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Vendor to the Allottee without interest within 45 (forty-five) days of such cancellation. The Allottee is also required to execute and present for registration a Deed of Cancellation of the allotment and the Allottee hereby agrees to do so at its own cost and expenses without any claim charge and demand and only on registration of such Deed of Cancellation of allotment, shall the Allottee be entitled to refund of the balance amount.

(vi) Compensation

The Vendor shall compensate the Allottee in case of any loss caused to him due to defective title to the Project Land on which the Project is being developed or has been developed, and which defect was known to the Vendor and the Vendor had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Designated Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in sub-clause (i); or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Vendor in respect of the Designated Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Vendor shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Unit which shall be paid by the Vendor to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

8.1. The Vendor hereby represents and warrants to the Allottee as follows:

- (i) The Vendor has absolute, clear and marketable title with respect to the Project Land; the Vendor has requisite rights to carry out development upon the Project Land and the Vendor has absolute, actual, physical and legal possession of the Project Land and the Allottee has verified the Vendor's title to the Project Land;
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) As on the date of this Agreement, there are no encumbrances upon the Designated Unit;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the Project or the Designated Unit;
- (v) Save as otherwise disclosed to the Allottee, all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Unit are valid and subsisting and have been obtained by following due process of law.

Further, the Vendor has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land, Designated Unit and Common Areas;

- (vi) The Vendor 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 Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project the said Designated Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Designated Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Vendor shall hand over lawful, vacant, peaceful, physical possession of the Designated Unit to the Allottee;
- (x) The Designated Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Designated Unit;
- (xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities either till the Allottee takes over possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier, or till the completion certificate has been issued and proportionate share (attributable to the Designated Unit) has been determined;
- (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 Vendor in respect of the Project Land.
- (xiii) That the Project is not WAQF property.
- (xiv) The said Plan of drainage has already been Sanctioned by KMC and septic tank for the Project has been provided for as per the Sanctioned Plan. The Vendor has also done all internal water connections for the entire Project.

- (xv) In terms of the approval given by CESC Ltd., the Vendor has applied / obtained the main electricity line for the Project. The Allottee shall be entitled to take sub meters from CESC Ltd., at its own cost, for which, the Vendor shall not be accountable or responsible.

8.2. The Allottee hereby represents and warrants to the Vendor as follows:

- (i) It shall not interfere in any manner whatsoever in any connection with the construction of the Building/s, the Project or any part thereof by the Vendor and/or building contractor appointed by the Vendor.
- (ii) It has been made aware and has acknowledged that the Vendor may, in future, avail of construction finance, project loans or any other financial assistance by providing the Project Land as security for due repayment of such financial assistance (save and except those spaces, units and the Designated Unit which have been sold and transferred with a corresponding proportionate undivided share and interest in the land underneath the Building). The Allottee agrees that for the foregoing purpose, no consent (whether verbal or written) will be required from the Allottee and by executing this Agreement, the Allottee is deemed to have approved and consented to such right available with the Vendor.
- (iii) It shall pay the proportionate share of municipal rates and taxes levied by any statutory authorities and to pay all charges for electric, gas, telephone and other facilities on and from the date on which the Deed Of Conveyance in respect of the Designated Unit is registered, or possession is handed over to the Allottee, whichever is earlier.
- (iv) It shall not do any act or deed whereby the Vendor's rights and obligations hereunder are prejudicially affected.
- (v) It shall not throw any rubbish or store any combustible articles in the Common Areas.
- (vi) It shall not carry on any illegal or immoral activities in the Designated Unit.
- (vii) It shall not decorate or paint otherwise so as to alter the exterior of the said Designated Unit save in accordance with the general scheme thereof as specified by the Vendor.
- (viii) It shall not claim any partition or sub-division of the Project, the land underneath the Building or the Common Areas.
- (ix) It shall not divide the Designated Unit into smaller units.
- (x) It shall not make civil and structural changes inside or outside the Designated Unit.

- (xi) It shall maintain the Designated Unit in good, habitable and tenantable condition and if so necessary make all necessary repairs for proper enjoyment of the Project by other unit owners. It being agreed between the Parties that notwithstanding any sub-letting, leave and license and/or other similar arrangements that the Allottee may enter into with any third person, the Allottee shall, at all times, remain responsible for the compliance of the terms hereof (including timely payment of CAM Charges, abiding by the rules framed by the Association/ Maintenance Agency etc.) and the Vendor shall, in no manner, be responsible for the compliance and/or non-compliance by any tenant, assignee, lessee and/or licensee of the Allottee for the purposes of this Agreement and the Designated Unit.
- (xii) All matters in relation to maintenance and other related items (including insurance) shall be decided by the Vendor and/or the Maintenance Agency and/or the Association, as the case may be.
- (xiii) It shall install Grill only as per approved design.
- (xiv) It shall install window/split air conditioner at designated space(s) and see to it the AC water pipe outlet/evacuation is connected to the concerned pipeline provided in the said Designated Unit and in case it wishes to make any changes to such spaces, it/he/ she shall do so only with prior written approval from the Vendor. Installation of AC indoor and outdoor units and the subsequent water outlet to be done in the designated spaces for maintenance and aesthetic purposes.
- (xv) It agrees and acknowledges that the Vendor has the exclusive rights for further or future development by construction of further flats or by construction of additional floors subject to permissions being granted and additional FAR being sanctioned by Kolkata Municipal Corporation. In such circumstances the Allottee agrees that the proportionate undivided common share in the land underneath the Building and/or in the Common Areas shall be allowed to be varied and/or reduced and the Allottee doth hereby covenants and agrees to the same.
- (xvi) It covenants not to seek possession of the Designated Unit until the Total Price (to the extent payable) together with interest, default, penalties, deposit etc. as stated herein are paid to the Vendor.
- (xvii) It further covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Unit in the records of the Kolkata Municipal Corporation, shall be solely to its own account without any reference and/or risk to the Vendor.
- (xviii) The Allottee expressly agrees that the responsibility of the Vendor for providing amenities and facilities such as lighting, landscaping, cleaning, laying of pipelines for

plumbing and laying of electrical lines shall only be limited to the Project and not to the main roads, internal roads and/or any other area outside the Project. The responsibility of providing such amenities and facilities outside the Project shall be of the Kolkata Municipal Corporation. The Allottee undertakes that the Vendor shall not be held accountable for any act, omission, matter, deed or thing done by the statutory authorities and it shall not exert any claim or demand against the Vendor, in this regard.

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the occurrence of a Force Majeure event and subject to compliance by the Allottee of its obligations contained herein, the Vendor shall be considered under a condition of default, in the following events:
 1. Vendor fails to provide ready to move in possession of the Designated Unit to the Allottee within the time period specified under this Agreement. For the purpose of this para 'ready to move in possession' shall mean that the Designated Unit shall be in a habitable condition which is complete in all respects.
 2. Discontinuance of the Vendor's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made there under.
- (ii) In case there is default by Vendor under the conditions listed above, Allottee shall be entitled to the following:
 1. Stop making further payments to Vendor as demanded by the Vendor. If the Allottee stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any penal interest; or

2. The Allottee shall have the option of terminating this Agreement in which case the Vendor shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Designated Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Designated Unit.

- (iii) The Allottee shall be considered under a condition of default, on the occurrence of the following events:

1. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Vendor 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 Vendor on the unpaid amounts at the rate prescribed in the Rules;
2. In case of default by the Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Designated Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and this Agreement shall thereupon stand terminated. The balance amount of money paid by the Allottee (other than taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Vendor to the Allottee without interest, out of the amounts received by the Vendor against sale of the Designated Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor.

10. CONVEYANCE OF THE SAID DESIGNATED UNIT

The Vendor, on receipt of Total Price of the Designated Unit as per this Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Unit together with proportionate indivisible share in the Common Areas of the Building within 3 (three) months from the date of issuance of the completion certificate to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian

Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

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

The Maintenance Agency shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Unit.

12. DEFECT LIABILITY:

- (i) 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 Vendor as per this Agreement relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Allottee from the date of handover of possession of the Designated Unit or the Vendor obtaining the completion certificate, whichever is earlier, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor'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.
- (ii) The Vendor shall not be liable to rectify any defect occurring under the following circumstances:
 - 1. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Designated Unit, the Vendor will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes.
 - 2. If there are changes, modifications or alteration in electrical lines and wirings after possession has been given to the Allottee, the Vendor will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations.
 - 3. If there are changes, modifications or alterations in doors, windows or other related items, then the Vendor will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.

4. If the Allottee after taking actual physical possession of the Designated Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Designated Unit by making any changes in the Designated Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Vendor.
5. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above, the Vendor shall get it rectified at its own cost.
6. If the materials and fittings and fixtures provided by the Vendor or other vendors are not being maintained by the Allottee or its agents in the manner in which same is required to be maintained or have been tampered with or fitted or refitted in non-compliance or ignorance of the product use requirements, product maintenance requirements or annual maintenance requirements as per the manufacturer's guidelines for such material or fittings.
7. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Vendor in the Common Areas and/or in the Designated Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendor and not amounting to poor workmanship or manufacture thereof.
8. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
9. If the annual maintenance contracts and other licenses are not validly maintained by the Association.
10. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Vendor and without giving the Vendor the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Designated Unit, alters the state and condition of the area of the purported defect, then the Vendor shall be relieved of its obligations contained in Clause 13 (i) hereinabove.

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

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

14. RIGHT TO ENTER THE DESIGNATED UNIT FOR REPAIRS:

The Vendor/Association shall have right of unrestricted access of all Common Areas, covered/open parking and Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the Association, the Vendor and/or Maintenance Agency to enter into the Designated Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Any areas within the Project may be ear-marked for purposes such as Parking Spaces and other purpose as may be determined by the Vendor including but not limited to a unit owner's exclusive service or storage area, underground water tanks, pump rooms, maintenance and service rooms, etc.. The Allottee shall not be permitted to use the services or storage areas in any manner whatsoever, other than those earmarked as the Allottee's Parking Spaces and/or its exclusive service area or storage areas, and all non-exclusive service or storage areas shall be reserved for use by the Association formed by the unit owners.

16. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:

- (i) Subject to clause 13 above, the Allottee shall, after taking possession and/or after registration of Deed of Conveyance, whichever is earlier, be solely responsible to comply with the rules of the Maintenance Agency/ Association and maintain the Designated Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Unit and keep the Designated Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- (ii) The Allottee further undertakes, assures and guarantees that it/he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Unit.
- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the Association and/or Maintenance Agency appointed by the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iv) The Allottee covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Apartment in the records of the Kolkata Municipal Corporation or BLLRO as applicable, shall be solely to its own account without any reference and/or risk to the Vendor.

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

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. FORMATION OF ASSOCIATION:

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement, along with its Schedules and Annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Designated Unit.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Vendor 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 Vendor in the case of the Allottee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the Carpet, Built-up or Super Built-Up/ Saleable Area of the Designated Unit bears to the total Carpet, Built-up or Super Built-Up/ Saleable Area of the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Allottee, in Kolkata. After the Agreement is duly executed by the Allottee and the Vendor or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned registration authority. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

Allottee:

_____Name of Allottee_____ (Allottee Address)

Vendor:

Ortem Credit Private Limited at Agrawal House, 2nd Floor, 2, St. Georges Gate Road, Hastings, Police Station – Hastings, Post Office – Kidderpore/Hastings, Kolkata - 700 022.

It shall be the duty of the Allottee and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor 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 Vendor to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 by referring the disputes to arbitration before a sole arbitrator for adjudication of the disputes/the Arbitral tribunal constituted under the provisions of the Arbitration and Conciliation Act, 1996.

[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. SAVINGS

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

35. JURISDICTION:

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

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

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

38. The Allottee shall be responsible for paying stamp duty and registration fees (if any) as applicable for this Agreement.
39. In case the Allottee nominates any other third party to purchase the Designated Unit or nominates any other third party to be put in its place and stead in this Agreement, in that case, the Allottee would be liable to pay a sum of Rs.250/- per sq ft. of the Super Built Up / Saleable Area together with legal costs, documentation charges and nomination bargain money.
40. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.
41. **To be read with Clause 7.2** Provided that the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Vendor within 3 months from the date of issue of such completion certificate, subject to the Allottee discharging all its obligations (including payment obligations) contained in this Agreement.

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

Provided if the Allottee takes such possession and pays the Total Price, stamp duty, registration charges etc., and gets the conveyance registered in its favor,

The Allottee, after taking possession or registration of the deed of conveyance, whichever is earlier, agree(s) to pay the CAM Charges as determined by the Maintenance Agency/Association. The Vendor shall hand over the copy of the completion certificate

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

FIRST SCHEDULE

ALL THAT 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. [upon physical measurement 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft.] comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099 which is butted and bounded as follows :-

ON THE NORTH : By Premises No.389, Purbalok

ON THE EAST : By Premises No.399, Purbalok

ON THE SOUTH : By 16 feet wide road

ON THE WEST : By 20 feet wide road

The Project Land has been shown in the plan annexed hereto as **Annexure A** and delineated in green.

SECOND SCHEDULE

(Devolution of title concerning the Project)

- A. By a Bengali Kobala dated 21st Chaitra 1391 equivalent to 4th April, 1985 executed by Pallav Kumar Deb, Chandan Kumar Deb, Anjan Kumar Deb and Bula Deb therein referred to as Kobala Datas and Ashok Kumar Das therein referred to as Kobala Grahita, the said Kobala Datas for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or

assured unto the Kobala Grahita all that piece and parcel of land being Plot No.17 in R.S.Plot No.365 measuring an area of 3 (three) Cottahs 15 (fifteen) Chittacks and 30 (thirty) Sq. Ft more or less for the consideration contained in the said Kobala. The said Kobala was registered with District Sub Registrar at Alipore and recorded in Book No. I, Volume No.78, Pages 35 to 45 being Deed No.4577 of 1985.

- B. Ashok Kumar Das duly applied for mutation of his name in respect of the above property and was allotted KMC Assessee No. 311090601512.
- C. Vide Development Agreement dated 6th April, 2013 made between the said Ashok Kumar Das and one Kunal Guha, Ashok Kumar Das appointed Kunal Guha as the developer of the above property on the terms and conditions contained in the said Development Agreement. The said Development Agreement was registered with Additional Registrar of Assurance I, Kolkata and recorded in Book No. I, CD Volume No.7, Pages 3950 to 3982 being Deed No.03414 for the year 2013.
- D. Simultaneously with the execution of the said Development Agreement, Ashok Kumar Das also executed a Power of Attorney dated 6th April, 2013 in favour of Kunal Guha giving granting necessary powers to the said Kunal Guha pursuant to the said Development Agreement. The said Power of Attorney was registered with Additional Registrar of Assurance III, Kolkata and recorded in Book No. IV, CD Volume No.4, Pages 3944 to 3955 being No.02350 for the year 2013.
- E. In terms of the said Development Agreement, Kunal Guha applied for and obtained sanctioned building plan from Kolkata Municipal Corporation being sanction plan no. 2012120435 dated 12th October, 2012 for the construction of ground plus 3 (three) storied building.
- F. In terms of the Development Agreement and the sanctioned building plan, Kunal Guha had started construction of ground plus 3 (three) storied building. However, Kunal Guha was unable to complete the construction of the said building and therefore, at the request of the proposed purchasers of the units at the building, namely, Rameswar Guha, Deep Dasgupta and Mousumi Guha, the said Kunal Guha agreed to sell and transfer the flats in favour of such purchasers on an *as is where is* basis.
- G. By an Indenture dated 31st July, 2018 executed by Ashok Kumar Das in favour of one Rameswar Guha, Ashok Kumar Das for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Rameswar Guha, with the confirmation of Kunal Guha, all that the

Flat containing an area of 798 Sq. Ft. on the first floor on the western side of the proposed multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 67087 to 67117 being no. 163001983 for the year 2018.

- H. By another Indenture dated 31st July, 2018 executed by Ashok Kumar Das in favour of one Rameswar Guha, Ashok Kumar Das sold, transferred, conveyed, granted, assigned and/or assured unto the said Rameswar Guha with the confirmation of Kunal Guha, all that the Flat containing an area of 1439 Sq. Ft. being the second floor of the multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, 24 Parganas (South) at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 67118 to 67148 being no.163001984 for the year 2018.
- I. By another Indenture dated 24th August, 2018 executed by Ashok Kumar Das in favour of one Deep Dasgupta, Ashok Kumar Das sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that the Flat containing an area of 641 Sq. Ft. on the first floor of the eastern side of the proposed multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 74707 to 74736 being no.163002217 for the year 2018.
- J. By another Indenture dated 24th August, 2018 executed by Ashok Kumar Das in favour of one Deep Dasgupta, Ashok Kumar Das for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that the Flat containing an area of 1439 Sq. Ft. being the third floor of the multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 1630 - 2018, Pages 74737 to 74766 being No.163002218 for the year 2018.
- K. By another Indenture dated 12th April, 2021 executed by Ashok Kumar Das in favour of one Mousumi Guha, Ashok Kumar Das for the consideration

therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that one shop room on the ground floor measuring an area of 303 Sq. Ft. on the North Western Side of the multi storied building under construction along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2021, Pages 75333 to 75363 being No.163002014 for the year 2021.

- L. Since the said ground plus 3 (three) storied building could not be completed and therefore the occupancy certificate could not be obtained by the said Kunal Guha, Ashok Kumar Das, Rameswar Guha, Deep Dasgupta, Mousumi Ghosh and Kunal Guha approached the Vendor herein to sell, transfer, convey, grant, assign and/or assure on to the Vendor herein all that piece and parcel of land measuring an area of 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099 (i.e., the Project Land) at a total consideration of Rs. 1,90,00,000/- (Rupees One Crore Ninety Lakhs only) free from all encumbrances, liens and lispensens of any nature whatsoever with the condition that Kunal Guha shall handover peaceful vacant possession of the said Project Land together with entirety of the construction made thereon by the Confirming Party in terms of Development Agreement dated 6th April, 2013.
- M. Vide Deed of Conveyance dated 2nd November, 2022 made between the Vendor herein therein referred to as the purchaser, Ashok Kumar Das, Rameswar Guha, Deep Dasgupta and Mousumi Ghosh therein collectively referred to as the vendors and Kunal Guha therein referred to as the confirming party, the vendors therein, with the confirmation of the confirming party therein, sold, transferred and conveyed the said Project Land in favour of the purchaser therein i.e., the Vendor herein, for the consideration and on the terms and conditions contained in the said Deed of Conveyance. It was specifically recorded in the said Deed of Conveyance that the vendors therein were conveying the entirety of their right, title and interest in the Project Land in favour of the purchaser therein and that the confirming party therein was agreed to an assignment of all its rights under the Development Agreement dated 6th April, 2013 in favour of the purchaser therein i.e., the Vendor herein.

- N. Upon physical measurement of the Project Land by the Vendor herein, it transpired that the actual physical area of the Project Land is 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft. which was duly provided as such in the Boundary Declaration dated 31st May, 2023 being Deed No. 6569 for the year 2023 executed by the Vendor herein.
- O. Upon application by the Vendor, the sanctioned building plan No. 2012120435 dated 12th October, 2012 for the construction of ground plus 3 (three) storied building (valid till 11.10.2022) was revalidated on 01.11.2022 till 11.10.2027.
- P. The Project Land has been mutated in the name of Ortem Credit Pvt Ltd in the records of Kolkata Municipal Corporation vide number 0073125 dated 22.08.2023.

THIRD SCHEDULE
(DESCRIPTION OF THE DESIGNATED UNIT)

ALL THAT the residential Unit No. [•] having carpet area as per the Act of [•] square feet, more or less, and exclusive Covered Balcony Area having a carpet area of..... Sq. Mt. (equivalent to square ft) [•] sq ft, more or less and being the Super Built-Up/ Saleable Area of [•] sq ft more or less on the [•] floor of the _____ side of the Building consisting of a (living and dining /kitchen), two/three Bed rooms, one/two Toilet/s, and one WC area **TOGETHER WITH** the proportionate undivided indivisible share in the land underneath the Building **TOGETHER WITH** the right to use vehicle parking space on the covered/open portion of the ground floor having a carpet area of Sq. Ft. bearing Nos. _____ of the said building **TOGETHER WITH** the right to use storage area on the ground floor/roof containing an area of..... Sq. Ft. **AND TOGETHER WITH** the right to use the Common Areas of the Building as and when they are constructed and made ready and fit for use to be used with all other unit owners of the Project in the Project named 'SAMYRA FLORA' at Premises No 151, Kalikapur, P.S. Kasba at present Purva Jadavpur, Street No-17, Kolkata – 700 099

The layout of the Designated Unit with the carpet area (as per the Act) and Covered Balcony/Verandah is delineated in Red in the floor plan annexed hereto as **Annexure B**, and the said exclusive vehicle parking space and the exclusive storage area are delineated in Red in the plan annexed hereto as **Annexure A** (being the ground floor plan of the Project).

FOURTH SCHEDULE

Specification of Construction of the Building		
1	Soil Investigation	Carried out by "Bose Engineers".
2	Foundation	R.C.C Foundation (Structural Engineer Mr. Sanjiv J. Parekh).
3	Super Structure	R.C.C Framed Structure (Structural Engineer Mr. Sanjiv J. Parekh).
4	Anti Termite Treatment	Carried out by M/s. ABJ Pest Control.
5	Walls & Internal Finish	Red bricks with cement plaster and putty finish.
6	Elevation	Modern elevation as per Architect's design.
7	External Finish	Building finished with weather proof paints of 'Asian Paints'. Parking areas and boundary walls are duly painted with paints of the same brand.
8	Driveway & Parking floor	Granite tiles.
9	Ground Floor Lobby	Marble flooring and walls decorated with 'Nitco' designer tiles.

10	Water Supply	K.M.C filtered water to R.C.C/Brick underground reservoir - lifted to overhead PVC tanks by submersible pump.
11	Drainage	6" dia. drainage pipes of 'Skipper' make to be connected with KMC drains.
12	Elevator	Multi passenger lift by 'Dorado System' with manual telescopic door with all necessary electricals and separate earthing.
13	Staircase & lobbies	Marble flooring.
14	Roof	Nitco' ceramic / vitrified tiles flooring over water proofing. One washroom having basin & wall hung commode plus a separate water point for other needs.
15	Electricity	CESC three phase electric meter with necessary main switches, isolator, earthing for common purposes with all common area finished with elegant light fittings.

Specification of Construction of the Designated Unit

1	Flooring	Vitrified / Ceramic tiles
2	Doors	<p>Entrance and bedroom doors having duly painted sal wood frames covered with wooden beads with solid core PF bonded / BWP Grade / Both sides PVC Foil with Entrance door front side finish additionally with CNC. Hardware - Main Door with Godrej Night Latch, Eye Piece and Handle, Bed Room Doors with high quality Mortice Lock.</p> <p>Balcony Doors - Aluminum Colour Anodized frames & shutter with 5 mm clear toughened glass with door locking system.</p>

		Toilet and WC doors - Solid Wooden Plastic Composite Frames & Shutter with high quality Mortice Lock.
3	Windows	Bay/Box windows - Large sized (6' height) with colour anodized aluminium sliding window with 4mm clear toughened glass. Marble at window sitout area. Toilet & WC windows with colour anodized frame & glass louvers with a provision for fixing exhaust fan. All windows are fitted with M.S Grill with anti rust coating and finished with good quality emulsion paint.
4	Toilets Dado	Wall Glazed with decorative coloured Ceramic tiles upto approx. 7 feet / door height.
5	Plumbing	Concealed piping with 'Skipper' brand UPVC/CPVC pipes having hot and cold water system in toilet & WC.
6	Sanitary Fittings	White Basin of 'CERA' or equivalent make and Wall Hung Commode with concealed Cistern in each and every Toilet & WC.
7	CP Fittings	'Hansa/Cera' brand CP fittings including Bath Mixer, Basin Mixer, Shower, Long body Bib Cock, Health faucets in all toilets & WC.
8	Kitchen	Granite Counter Slab with 3" granite skirting fitted with 'CERA' 304 grade stainless steel sink. Ceramic wall tiles upto 5 feet (appx.) height on all walls. Granite/Marble slab for shelf and space provided for cylinder. 'CERA' sink cock with long swivel spout and aerator and additional point below sink with Bib Cock.
9	Electricals	DB Box with 40 amp isolator and adequate MCBs, concealed with 'Polycab' copper wire, MCD and modular switches of 'Legrand' make.

	<p>Geyser & Exhaust fan points in toilet & WC. Chimney, Refrigerator and water purifier points beside additional 15a & 5a points for other gadgets in kitchen. AC point with wire and starter provided in Bed rooms & Living room. 3 light and 1 fan and 2 nos. 5a socket point in bedrooms, additionally 2 nos. 5a sockets for TV etc. in each bed room & living room. (The Allottee shall at his own cost obtain Dish antenna/Cable Tv/ Internet Connection and it's necessary wiring and all other electrical fittings)</p>
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FIFTH SCHEDULE

Part A

(Common Areas, Common Parts and Common Equipment)

1. Common passages and the driveways outside the Building on the ground floor excepting Parking Spaces, exclusive service area and patio areas specifically and also right to use service areas and roof floor allotted to the respective Unit Owners.
2. Boundary walls including its MS grills and gates wherever installed.
3. The, foundations, columns, beams, supports and slabs of the Building.
4. All left open pathway between Parking Spaces, spaces below staircases, together with service toilets for watch and ward staff on the ground floor of the building.
5. The staircase and its landings on all the floors from ground floor up to the top floor roof including MS collapsible gates, doors and windows wherever installed.
6. Lift / Lift well and lift lobbies on all floors and lift Machine Room and LMR stairs at the top floor and all its electrical fittings and fixtures.
7. Common passages leading to units on all the three residential and roof floors.
8. Underground / semi underground reservoir and overhead Water Tanks, Water pipes and other common installation and spaces required therefore including duct areas for housing the pipes

9. CESC Electric Meter Area with lockable MS grill, electrical wiring, meters, electrical installations including light fittings in staircases and all other common areas in the building and the premises.
10. Drainage and sewers from each Unit/floor inside the ducts to the ground floor main to septic tank and master trap.
11. The final roof and /or terrace for the use and enjoyment of the Allottee in common with other unit owners in the Building along with all its equipment, installation, fixture and fittings.
12. All other such common areas, parts, equipment, installations, fixtures fittings and spaces in or about the said Building as are necessary for passage to usual user and occupancy of the unit in common and as are specified by the Vendor expressly to be the common parts after construction of the Building except areas specifically reserved right for use to any of the unit holders.
13. The passage leading to the exclusive toilet and water point meant for the exclusive use of the commercial unit owners only for general maintenance purpose, (such as water / drainage / electricity / security etc), of the Common Areas, if necessary (in accordance with Clauses 2 (x) and (xi) above).

Part B

(Common Expenses)

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

1. All costs of maintenance, operating, replacing, painting, rebuilding, reconstructing, decorating, redecorating, and lighting, the Common Areas and also the outer walls, whether on a regular or periodical or annual or emergency basis in particular the roof, drains, and water pipes for all purposes, electric installations, cables and wires in under and upon the said Building and enjoyed and used by the unit owners in common or serving more than one unit and parking spaces.

2. All costs of maintenance, operating, replacing, rebuilding, reconstructing, decorating, redecorating related to equipments utilities currently installed or to be installed in future by the Association such as lifts, water pumps, greenery, other equipments and furniture etc.as installed and in the Common Areas of the Building or that are used for the common purpose of the unit owners.
3. The salaries or any other type of disbursements of all persons whether in regular or part time or contractual employment.
4. Insurance premium (as applicable).
5. Waste collection and disposal costs.
6. All charges and deposits for supplies of common utilities.
7. Municipal taxes and other outgoings save those separately assessed on the respective units.
8. Cost and overhead charges of establishments for maintenance of the building and for watch and ward staff if any.
9. Service and overhead charges of the agencies appointed.
10. Payment to qualified professionals such as Chartered Accountant engaged for the purpose of auditing the accounts and statutory filings, architects, chartered engineers and such other professionals for construction and amenities related purposes.
11. All litigation expenses for protecting the title of the Project.
12. All expenses incurred for maintaining the office, general administration and complying the statutory requirements.
13. All such expenses that may be required for providing any additional facility by any authority.
14. All other expenses and outgoings as are deemed to be necessary incidental for the regulating *inter se* rights of the Unit Owners and so far as the same are not the liability of or attributable to any individual Unit Owner.
15. Any Sinking Fund / Reserved Fund if so created be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the units / Allottees and shall only be applied as stated in accordance with unanimous or majority decision of the members of the Association.

SIXTH SCHEDULE
(Details of Extra Charges)

1. **Common Electricity** – Common electricity expenses calculated at the rate of Rs. 10 per Sq. Ft. of the Super Built-Up/ Saleable Area being the supply charges, security deposit of CESC and miscellaneous expenses for the supply to the Project for Common Purposes to shall be payable by the Allottee at the time of execution of this Agreement. GST return not applicable on cancellation.
2. **Individual Electricity** – The Allottee shall apply on his own for his/her/its individual meter after taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier, and all supply charges and security deposit of the CESC shall be paid by him/her/it directly to CESC together with supply, installation and payment of any additional switches / gadgets as per the requirement of CESC. Such individual meter shall be installed only in the specific space provided in the Building by the Vendor.
3. **Association formation charge** of Rs. 5,000/- per Unit shall be payable once 70% payment of the consideration is made and the same shall be paid directly to the advocate or the Maintenance Agency, as may be decided by the Vendor, for this purpose.
4. Stamp Duty, registration charges and other allied charges and out of pocket expenses for registration of the Deed of Conveyance and other related items (to be paid at least ten days in advance as per the e-assessment slips verified by the Advocate / Solicitor).
5. Any costs and expenses as a result of any delay on the part of the Allottee to complete mutation of the Designated Unit in the records of the Kolkata Municipal Corporation or BLLRO as applicable, shall be paid by the Allottee, solely, without any reference and/or risk to the Vendor.

SEVENTH SCHEDULE
(Details of Deposits)

1. A sum calculated at the rate of Rs. 30/- per Sq. Ft. on the total Super Built-Up/ Saleable Area of the Designated Unit as interest free security and maintenance deposit to the Maintenance Agency. The amount after deducting the maintenance expenses / GST incurred will be transferred to the Association once the building maintenance is handed over to the same.
2. GST at applicable rates to be paid simultaneously with the above payments wherever applicable.

EIGHTH SCHEDULE
(Payment Plan)

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

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

** GST @ 1% or 5% or 12% or 18% will be applicable (As per applicable Law)

GST to be paid at each instalment of payment at per applicable rates.

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

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

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED

By the **ALLOTTEE** at Kolkata

In the presence of:

MEMO OF CONSIDERATION

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

CHEQUES/ UTR/ Demand Draft/RTGS/IMPS	DATE	NAME OF BANK	Consideration Amount	CGST	SGST	Total AMOUNT
		Total				

DATED THIS DAY OF DECEMBER 2023

AGREEMENT FOR SALE

BETWEEN

ORTEM CREDIT PVT. LTD.

..... VENDOR

AND

MR. _____

.....ALLOTTEE

**FLAT NO.: _____
SAMYRA FLORA**

Pulkit Chandak, Advocate
C/o Samyakk Attorneys,
Office No. 3B, 3rd Floor,
85A, Sarat Bose Road,
Kolkata – 700019.

