

ANNEXURE 'A'

[See Rule 9]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") is made on this the day of June, Two Thousand and Twenty Four at Kolkata.

BETWEEN

1) MR. RAM AVTAR AGARWAL (PAN - ADBPB5724A, AADHAAR No. - 5334 1181 9320), son of Late Kashi Prasad Agarwal, by faith Hindu, by nationality Indian, by occupation Business, residing at AA-43, Salt Lake City, P.O. - Bidhannagar, P.S. - Bidhannagar North, District - North 24 Parganas, Kolkata - 700064, **2) MR. BASANT AGARWAL (PAN - ACJPA0416D, AADHAAR No. - 9536 9350 7990)**, son of Sri Ramavtar Agarwal, **3) SMT. RUCHIKA AGARWAL (PAN - AFEP7702E, AADHAAR No. - 6517 8487 2744)**, wife of Sri Basant Agarwal, No.2 & No.3 both are by faith Hindu, by nationality Indian, by occupation No. 2 Business, No. 3 Housewife, both are residing at AA-43, Salt Lake City, P.O. - Bidhannagar, P.S. - Bidhannagar North, District - North 24 Parganas, Kolkata - 700064, **4) MR. RAMESH KUMAR AGARWAL (PAN - ACQPA6101J, AADHAAR No. - 2434 8322 0452)**, **5) MR. ABHISHEK AGARWAL (PAN - ACWPA9434E, AADHAAR No. - 7638 9298 8061)**, No. 4 & 5 both are sons of Sri Mange Ram Agarwal, both are by faith Hindu, by nationality Indian, by occupation

Business, No. 4 & 5 both are residing at 348, Lake Town, Block A, P.O. & P.S. -Lake Town, District - North 24 Parganas, Kolkata – 700089, **6) SMT. SHIV LATA AGARWAL (PAN – AALPA5438P, AADHAAR No. – 5157 5722 5515)**, wife of Sri Ramavtar Agarwal, by Faith Hindu, by Nationality Indian, by Occupation Housewife, residing at AA-43, Salt Lake City, P.O. - Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **7) MR. PIYUSH AGARWAL (PAN - AOQPA1172B, AADHAAR No. – 9223 8901 2389)**, son of Sri Ramesh Kumar Agarwal, by faith Hindu, by nationality Indian, by occupation Business, No. 7 residing at 348, Lake Town, Block - A, P.O. & P.S. - Lake Town, District - North 24 Parganas, Kolkata – 700089, **8) MR. MADHU SUDAN GUPTA (PAN – ACWPG7858A, AADHAAR No. – 4375 2535 0276)**, son of Sri Sankar Lal Gupta, **9) SMT. SUNITA GUPTA (PAN – ADPPG7403B, AADHAAR No. – 7996 5750 8886)**, wife of Sri Madhu Sudan Gupta, No. 8 & No. 9 both are by Faith Hindu, by Nationality Indian, by Occupation No. 8 Business, No. 9 Housewife, No. 8 & No. 9 both are residing at AD-321, Salt Lake City, P.O. - Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **10) SMT. HARSHA GOLCHHA JAIN (PAN – ATHPG5109Q, AADHAAR No. – 5581 2269 0844)**, wife of Sri Birendra Kumar Golchha, **11) MR. BIRENDRA KUMAR GOLCHHA (PAN – AHKPG9976G, AADHAAR No. – 7577 2282 1219)**, son of Sekhar Chand Golchha, No.10 & No. 11 both are by faith Hindu, by nationality Indian, by occupation No. 10 Housewife, No. 11 Business, No. 10 & No. 11 both are residing at P-18, Dobson Lane, Golabari, P.O. - Salkia, P.S. - Golabari, District - Howrah, Pin – 711101, hereinafter collectively referred and called as the “**LAND OWNERS/VENDORS**” represented by their constituted attorney, **ROBUST NIRMAN LLP**, being the Developer herein being duly authorised by way of a registered Supplementary Development Agreement dated 07/02/2024 registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I, Volume No. 1519-2024, Page No: 51237 to 51290, being No. 00739 of the year 2024 and a Development Power of Attorney after execution & Registration of Development Agreement dated 08/04/2024 registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I,

Volume No. 1519-2024, Page No: 50072 to 50111, being No. 02086 of the year 2024 (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

ROBUST NIRMAN LLP (PAN - AAXFR5698C), existing limited liability partnership under The Limited Liability Partnership Act, 2008 (LLP Identification Number: AAM-0688), having its Registered Office at 119, Cotton Street, P.O. - Burrabazar, P.S. - Posta, Kolkata - 700007, having its administrative office at 89/A, Chakraborty Para, Gupta Colony, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126 and having its site office at 1352/18, Shastriji Road, Bhadrabari More, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, duly represented by its Designated Partners namely **1) MR. DEBASISH BANERJEE (PAN - BKGPB3557AAADHAAR No. 6708 5371 7734)**, son of Late Phanindra Nath Banerjee, residing at Chakraborty Para, Gupta Colony, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, **2) MR. BISHWAJITE SAHA (PAN - BTHPS9830B, AADHAAR No. - 5124 2064 4826)**, son of Surendranath Saha, residing at 123, Nabarun Pally, P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Dist. - North 24 Parganas, Kolkata - 700130, **3) MR. ALOKE KUMAR DAS (PAN - AKGPD8705R, AADHAAR No. - 2118 8887 5517)**, son of Late Kalipada Das, Madhya Baluria, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, all by faith Hindu, by Nationality Indian, by occupation Business, hereinafter called the "**DEVELOPERS/PROMOTERS**" (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his/her/their assigns) of the **SECOND PART.**

AND

[If the Allottee is an individual]

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

or

[If the Allottee is the company]

M/s. (CIN No.), a company incorporated under the provision of the companies act, [1956 or 2013, as the case may be], having its registered office at (PAN -), represented by its authorized signatory..... (Aadhar No.) duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assigns) of the **THIRD PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

..... a partnership firm **(or A LLP)** registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal

place of business at (PAN -),
 represented by its authorized Partner, (Aadhar No.
) authorized vide hereinafter referred
 to as the “Allottee” (which expression shall unless repugnant to the context
 or meaning thereof be deemed to mean and include the present Partners for
 the time being of the Firm/LLP, the survivor or survivors of them, their
 heirs, executors and administrators of the last surviving Partner and
 his/her/their assigns) of the **THIRD PART**:

[or]

[If the Allottee is a HUF]

Mr. (Aadhaar No.) son of
, aged about, for self and as the Karta of the
 Hindu Joint Mitakshara Family known as HUF,
 having its place of business/ residing at
, PAN -) hereinafter
 referred to as the “Allottee” (which expression shall unless repugnant to the
 context or meaning thereof be deemed to mean and include the members
 or member for the time being of the said HUF, and their respective
 heirs, executors, administrators, and permitted assigns as well as the
 members of the said HUF, their heirs, executors, administrators, successor
 in interest and permitted assigns) of the **THIRD PART**:

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

WHEREAS:

1. Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, purchased all that piece and parcel of land measuring an area of more or less 35 Decimals, out of which 18 Decimals of Land comprised in R.S. Dag No. 1068 & 17 Decimals of Land Comprised in R.S. Dag No. 1068/1679, lying and situated at Mouza Paschim Ichapur, J.L. No. 29, Re. Sa. No.- 119, Pargana - Anowarpur, Touzi No. 146, under R.S. Khatian No. - 233/1, Hal Khatian No. 696, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. - 13824, dated 14th day of December, 1963 in B.S. 27th day of Agrahayan, 1370, executed and registered by Babur Ali Mondal, Tafur Ali Mondal, Jiyar Ali Mondal, Deljan Bibi & Abejan Bibi, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I, Volume No. 141, Pages from 89 to 94, being No. 13824 for the year 1963.

2. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 131 Decimals, out of which 64 Decimals of land comprised in R. S. Dag No. 1137, & 26 Decimals of land comprised in R. S. Dag No. 1124 & 41 Decimals of land comprised in R.S. Dag No. 1126, lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R.S. Khatian No. 280, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 13767, dated 14th day of December, 1963 in B.S. 27th day of Agrahayan, 1370, executed and registered by Anwar Ali Mondal, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I, Volume No. 139, Pages from 59 to 63, being No.- 13767 for the year 1963.

3. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 53.065 Decimals, out of which 51 Decimals of land comprised in R. S. Dag No. 1127 & 1.24 Decimals equivalent to 12 Chittaks of land comprised in R.S. Dag No. 1138 & 0.825 Decimal equivalent to 08 Chittaks of land comprised in R.S. Dag No. 1136, along with other landed properties, lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. - 119, Pargana Anowarpur, Touzi No. 146, under R.S. Khatian No. - 234, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 11184, dated 11th day of July, 1966 in B. S. 26th day of Ashar, 1373, executed and registered by Babur Ali Mondal, Tafur Ali Mondal, Jiyar Ali Mondal, Deljan Bibi & Abejan Bibi, and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. I, Volume No. 120, Pages from 226 to 234, being No. - 11184 for the year 1966.

4. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 09 Decimals of land, out of which 07 Decimals of land comprised in R. S. Dag No. 1134, & 02 Decimals of land comprised in R. S. Dag No.1135/1683, lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R. S. Khatian No. 338, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 14845, dated - 4th day of November, 1966 in B.S. 18th day of Kartick, 1373, executed and registered by Enhan Ali Mondal, Chayaman Nechha Bibi & Sashiman Nechha Bibi, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I,

Volume No. 175, Pages from 52 to 54, being No. 14845 for the year 1966.

5. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 12 Decimals of land, out of which 08 Decimals of land comprised in R. S. Dag No.1133, & 04 Decimals of land comprised in R. S. Dag No.1134, lying and situated at Mouza – Paschim Ichapur, J. L. No. - 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, under R. S. Khatian No.338, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 16764, dated - 27th day of December, 1966 in B. S. 11th day of Pous, 1373, executed and registered by Anowar Ali Mondal & Others and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. - I, Volume No. 191, Pages from 29 to 32, being No. 16764 for the year 1966.
6. Thus in the manner as depicted above said Smt. Jiwani Devi Anchalia, become the sole and absolute owner of all that piece and parcel of land measuring an area of more or less 240.065 (Two Hundred Forty point Zero Six Five) decimals, lying and situated at Mouza – Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R. S. Khatian No.338, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, and the details are as under :-

R. S. Dag No.	R. S. Khatian No.	Area of Land (M/L)
1068	233/1, Hal Khatian No. - 696	18 Decimals
1068/1679	233/1, Hal Khatian No. - 696	17 Decimals
1137	280	64 Decimals

1124	280	26 Decimals
1126	280	41 Decimals
1127	234	51 Decimals
1138	234	1.24 Decimals equivalent to 12 Chittaks
1136	234	0.825 Decimals equivalent to 08 Chittaks
1134	338	11 Decimals
1135/1683	338	02 Decimals
1133	338	08 Decimals
Total -		240.065 Decimals

And the said Smt. Jiwani Devi Anchalia got her name duly recorded in the records of present L.R. Settlement Operation, under L.R. Khatian No. 682, R.S. Dag No.1068, 1068/1679, 1137, 1124, 1126, 1127, 1138, 1134, 1136, 1135/ 1683 & 1133 corresponding to L.R. Dag No. - 1154.

7. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia was the sole and absolute L. R. Recorded owner of all that piece and parcel of land measuring an area of more or less 8.75 Decimals, out of which 2.75 Decimals of land comprised in R.S. Dag No. 1128 & 06 Decimals of and comprised in R.S. Dag No.1129, lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, comprised in L.R. Dag No. 1154 under L. R. Khatian No. - 682, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. - Barasat in the District of North 24 Parganas.

8. The said Smt. Jiwani Devi Anchalia also got her name duly mutated in the office of local Barasat Municipality in respect of aforesaid land, under Ward No. 7, Holding No. 1532, premises at Shastriji Road and she had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, free from all encumbrances.

9. By way of a Registered Deed of Conveyance, being No. - 03355, submitted on 26/05/2014 and registered on 27/05/2014 the said Smt. Jiwani Devi Anchalia - Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S.R.O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottahs 02 Chittaks 43 sq.ft., more or less, being Scheme Plot No. "A", out of which 05 Cottahs 01 Chittaks 11 sq. ft. of land in R. S. Dag No.1068 & 02 Cottahs 01 Chittaks 32 sq. ft. of land in R.S. Dag No. 1068/1679, both the Dags are under under R.S. Khatian No. 233/1, Hal Khatian No. 696, lying and situated at Mouza - Paschim Ichapur, J. L. No. - 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, corresponding to L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, in favour of RAM AVTAR AGARWAL, the Present Land Owner No. 1 herein, and delivered khas possession in his favour, and the said Deed was registered with the office of D.S.R. - III, North 24 Parganas, Barasat,

copied in Book No. - I, CD Volume No. 7, Pages from 3486 to 3500, being No. 03355 for the year 2014.

10. After purchasing the said plot of land said MR. RAM AVTAR AGARWAL, the Present Land Owner No. 1 herein, got his name duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and he has been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.

11. By way of another Registered Deed of Sale, being No. - 03356, dated 27/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur-19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43sq.ft., more or less, being Plot No. - "B out of which 04 Cottahs 08 Chittaks 39 sq. ft. of land in R. S. Dag No. 1068/1679, under R. S. Khatian No. 233/1, Hal Khatian No. 696 & 02 Cottahs 10 Chittaks 04 sq.ft. of land in R. S. Dag No.-1137 under R. S. Khatian No. 280 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft., more or less, being Plot No.- "C" in R.S. Dag No. 1137 under R. S. Khatian No. - 280, (Total Sold Area of Land 14 Cottahs 05 Chittaks 41 sq.ft., more or less, being Scheme Plot No. - "B" & "C"), lying and situated at Mouza - Paschim Ichapur, J.L. No. 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, comprised in L. R. Dag No.1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A.D.S.R.O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR.

BASANT AGARWAL & SMT. RUCHIKA AGARWAL, the Land Owner No. 2 & 3 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 3501 to 3517, being No. 03356 for the year 2014.

12. After purchasing the said plot of land said MR. BASANT AGARWAL & SMT. RUCHIKA AGARWAL, the Land Owner No. 2 & 3 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.

13. By way of another Registered Deed of Sale, being No. 03393, dated - 28/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated - 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottahs 02 Chittaks of land, being Scheme Plot No. "D", out of which 06 Cottahs 10 Chittaks 44 sq.ft. of land in R. S. Dag No. 1137 & 02 Chittaks 19 sq.ft. of land in R.S. Dag No.1124, both the Dags are under R. S. Khatian No. - 280, & 05 Chittaks 25 sq.ft. of land in R. S. Dag No. 1138 under R. S. Khatian No. 234, AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, being Scheme Plot No. "E", out of which 06 Cottahs 09 Chittaks 04 sq.ft. of land in R.S. Dag No.1137, & 02 Chittaks 19 sq.ft. of land in R.S. Dag No. 1124 & 01 Chittak of land in R. S. Dag No.1126, all the Dags are under R. S. Khatian No. 234,

(Total Sold Area of Land 14 Cottah 05 Chittaks 41 sq.ft., more or less, being Scheme Plot No. - "D" & "E"), lying and situated at Mouza - PaschimIchapur, J. L. No. 29, Re. Sa. No. - 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR. RAMESH KUMAR AGARWAL & MR. ABHISHEK AGARWAL, the Land Owner No. 4 & 5 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. - I, CD Volume No.7, Pages from 4069 to 4085, being No.03393 for the year 2014.

14. After purchasing the said plot of land said MR. RAMESH KUMAR AGARWAL & MR. ABHISHEK AGARWAL, the Land Owner No. 4 & 5 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.

15. By way of another Registered Deed of Sale, being No. 03394, dated 28/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottah 07 Chittaks 09 sq.ft., more or less, being Scheme Plot No. "F", out of which 06 Cottah 10 Chittaks 14 sq.ft.of land in R. S. Dag No 1137 & 08 Chittaks 40 sq.ft. of

land in R. S. Dag No.1126, both the Dags are under R. S. Khatian No. - 280 & 04 Chittaks of land in R. S. Dag No. 1136 under R. S. Khatian No. 234 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft., more or less, being Scheme Plot No. - "G", out of which 05 Cottahs 06 Chittaks 24 sq. ft. of land in R. S. Dag No. 1137 & 04 Chittaks 29 sq. ft of land in R. S. Dag No. 1126, both the Dags are under R. S. Khatian No. 280 & 04 Chittaks of land in R. S. Dag No. - 1136 under R. S. Khatian No. 234 & 01 Cottah 03 Chittaks 35 sq.ft of land in R. S. Dag No. - 1134 under R. S. Khatian No. 334, (Total sold Area of Land 14 Cottahs 10 Chittaks 07 sq.ft., being Scheme Plot No. "F" & "G"), lying and situated at Mouza PaschimIchapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, in favour of SMT. SHIV LATA AGARWAL & MR. PIYUSH AGARWAL, the Land Owner No. 6 & 7 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. - III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 4086 to 4103, being No. 03394 for the year 2014.

16. After purchasing the said plot of land said SMT. SHIV LATA AGARWAL & MR. PIYUSH AGARWAL, the Land Owner No.6 & 7 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
17. By way of another Registered Deed of Sale, being No. 03528, submitted on 28/05/2014 and registered on 30/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369,

Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No.8, & being Deed No. 2010399001442, Book No. IV, Volume No. - 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 08 Cottah 06 Chittaks 14.25 sq.ft., more or less, being Scheme Plot No. "J", out of which 02 Cottah 05 Chittaks 05 sq.ft. of land in R. S. Dag No. 1134 & 04 Cottah 13 Chittaks 23 sq.ft. of land in R. S. Dag No. 1133 & 01 Cottah 03 Chittaks 16.25 sq.ft. of land in R. S. Dag No. 1135/1683, all the Dags are under R.S. Khatian No. 338, AND all that piece and parcel of land measuring an area of 05 Cottah 04 Chittaks 31.50 sq.ft., more or less, being Scheme Plot No. "K", out of which 01 Cottah 10 Chittaks 27.90 sq.ft. of land in R.S. Dag No. 1128 & 03 Cottah 10 Chittaks 3.60 sq.ft. of land in R. S. Dag No. 1129, (Total sold Area of Land 13 Cottahs 11 Chittaks 07 sq. ft. being Scheme Plot No. - "J" & "K"), lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR. MADHU SUDAN GUPTA & SMT SUNITA GUPTA, the Land Owner No. 8 & 9 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 7370 to 7386, being No. 03528 for the year 2014.

18. After purchasing the said plot of land said MR. MADHU SUDAN GUPTA & SMT SUNITA GUPTA, the Land Owner No. 8 & 9 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing

and enjoying the same peacefully without interruption of others, free from all encumbrances.

19. By way of another Registered Deed of Sale, being No. 03529, submitted on 28/05/2014 and registered on 30/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. - IV, Volume No.8, & being Deed No.-2010399001442, Book No. IV, Volume No. - 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, more or less, being Scheme Plot No. "H", out of which 03 Cottahs 02 Chittaks 11 sq.ft. of land in R. S. Dag No. 1134 under R. S. Khatian No.338 & 04 Cottahs 32 sq.ft. of land in R. S. Dag No. 1127 under R. S. Khatian No. 234 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, more or less, being Scheme Plot No. "I", in R. S. Dag No. 1127 under R. S. Khatian No. 234, (Total Sold Area of Land 14 Cottahs 05 Chittaks 41 sq. ft. being Scheme Plot No. "H" & "T") lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of SMT. HARSHA GOLCHHA JAIN & MR. BIRENDRA KUMAR GOLCHHA, the Land Owner No. 10 & 11 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of DS.R. - III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 7387 to 7403, being No.03529 for the year 2014.

20. After purchasing the said plot of land said SMT. HARSHA GOLCHHA JAIN & MR. BIRENDRA KUMAR GOLCHHA, the Land Owner No. 10 & 11 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
21. The Land Owners herein for the purpose of better use of their respective plots of land amalgamated the separate five Holdings from the Barasat Municipality being Nos. 1532/19, 1532/20, 1532/21, 1532/22 & 1532/23 into a Single Holding No. 1532/18 of Ward No. 7, Premises at Shastriji Road, P.S. - Barasat, Kolkata - 700124.
22. Thus the Land Owners herein then become the joint Owners of 78 Cottahs 10 Chittaks of land, be the same a little more or less, lying and situated at Mouza – Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, corresponding to L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, under Ward No. 7, Amalgamated Holding No. 1532/18, Premises at Shastriji Road, A.D.S.R.O. Kadambagachi, P.S. - Barasat in the District of North 24 Parganas, which is free from all encumbrances.
23. The Land Owners herein being desirous of developing their respective land jointly by constructing multi-storied buildings (G+7) as per building plan to be sanctioned by the Barasat Municipality but the Land Owners due to financial stringency, it was neither practical nor possible for them to develop the said premises by constructing the Multi Storied building (G+7) thereat in accordance with the building plan were on the lookout for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the Land Owners and they approached one developer firm namely ROBUST NIRMAN LLP, having its principal place of operation at 119, Cotton Street, P.O.- Burrabazar, P.S.- Posta,

Kolkata 700007 and entered into a Development Agreement with the terms and conditions mentioned therein and the same was executed on 03/08/2018 and registered in the office of A.D.S.R Kadambagachi, recorded in Book No.- I, Vol. No.- 1519-2018, Pages from 55702 to 55792, Being No.- 02163 for the year 2018 and subsequently a Development Power of Attorney was also executed on the same day i.e., 03/08/2018 and the same was also registered in the same office of the A.D.S.R Kadambagachi, recorded in Book No.- 1, Vol. No.- 1519-2018, Pages from 55793 to 55854, Being No. 02174 for the year 2018.

24. While the said Developer namely ROBUST NIRMAN LLP prepared to start the development scheme by demolishing the existing dilapidated conditioned structure and by obtaining sanctioned building plan from the local concerning municipal authority namely Barasat Municipality vide Sanction SL. No. 1800 dated 26/05/2022 in the meantime the worldwide outbreak of COVID-19 pandemic took place and the starting of the said project not only got delayed but the Developer firm also faced a financial setback resulting in the necessity for inducting fresh capital to take the scheme of development forward. In such pretext the then partners in the firm had decided to introduce and admit new partners as such by a Supplementary Deed of Partnership dated 05/12/2022 the then partners RAM AVATAR AGARWAL & BASANT AGARWAL mutually had admitted to the firm said DEBASISH BANERJEE & BISWAJITE SAHA as new partners thus reconstituting the management of the said firm. Subsequently as Ram Avatar Agarwal & Basant Agarwal both fall in the category of Land Owners and partners in the said firm it was felt that there might arise a conflict of interest and to evaporate such conflicts once for all it had been amicably decided amongst the partners that it had become incumbent upon said Ram Avatar Agarwal & Basant Agarwal to resign from the partnership as such to give effect to their intent to resign the said partners namely Ram Avatar Agarwal & Basant Agarwal had executed a 'Deed of Retirement' dated 19/10/2023. Further, Alope Kumar Das was introduced as a partner in the said LLP

vide Supplemental Agreement for Admission of New Partner dated 29/01/2024. Thus restructuring the management of partnership to be carried on by the present partners i.e., Debasish Banerjee, Biswajite Saha & Alope Kumar Das or any one of them acting for others and meanwhile regarding the terms, conditions and implications of the said agreement, the parties thereto had agreed to modify the said Development Agreement dated 03/08/2018 registered in the office of A.D.S.R Kadambagachi, recorded in Book No.- I, Vol. No.- 1519-2018, Pages from 55702 to 55792, Being No.- 02163 for the year 2018 and a Supplementary Development Agreement was executed on 07/02/2024 registered in the office of A.D.S.R Kadambagachi recorded in Book No. 1, Volume No. 1519-2024, Pages from 51237 to 51290, Being No.- 00739 for the year 2024 and subsequently the said Development Power of Attorney was also **revoked** by execution and registration of a Deed of Revocation dated 07/02/2024 and registered in the office of A.D.S.R Kadambagachi recorded in Book No. IV, Volume No. 1519-2024, Pages – from 12 to 33, Being No. 00002 for the year 2024.

25. By way of a Development Power of Attorney dated 08/04/2024, registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I, Volume No. 1519-2024, Page No: 50072 to 50111, being No. 02086 of the year 2024, the Land Owners therein had executed a “Development Power of Attorney after Execution and Registration of Development Agreement” in favour of the Developer to expedite the work of developing the property described in the **SCHEDULE – A** hereunder.
26. The Promoter is thus fully competent to enter into this Agreement.
27. Other than the Said Entire Housing Complex Land, the Owners as well as the Promoter intend to add new parcels of land lying in the adjoining areas.
28. Further phases will/may be added in future at the discretion of

the Promoter as per land already acquired and further to be acquired. And also future phases as defined herein and all phases will share the common amenities, facilities and services (described in **SCHEDULE – D**) amongst each other.

Provided that the Present Phases, sanctioned phases, future non sanction acquired and future non sanctioned not acquired phases will all be part of the same Housing Complex.

29. All phases will share the common amenities, facilities and services amongst each other.
30. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer may also create few more facilities in the future development which will also be shared by Allottees of all phases/entire Housing Complex.
31. The Allottees of Units in any one phase/tower/building will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phase/tower/building and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the Owners of the Units and other spaces located in all the phase/tower/building and also Future phase/tower/building as defined herein.
32. The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising 4 multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as '**GREEN**

RESIDENCY'.

33. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection.
34. If the plan sanctioned by Sanctioning Authority/Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to First Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable and Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.
35. The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
36. The Developer herein has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Concerned Authority, vide Building Plan

Sanction **SL. No. 1800** dated **26/05/2022**. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of The Real Estate (Regulation And Development) Act, 2016 (hereinafter referred to as “the said Act”) and other laws as applicable and the Developer has been constructing the multi-storied building thereon which is known as “**GREEN RESIDENCY**” at Barasat.

37. The Purchaser is in search of such residential Flat for residential purpose hereby expressing his/her/their intention to buy out the same and agreed with the intending seller for absolute sale to them of the **SCHEDULE - B** property mentioned hereunder at the total consideration price of Rs. _____ /- (Rupees _____ Only) except applicable GST, taxes and other expenses;
38. The Developer herein has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority in West Bengal at _____ on _____ under Registration no. _____;

The Allottee had applied for an Apartment vide EOI/application No.....dated.....and has been allotted/Booked Apartment No..... type, onfloor in Building Block No.....(“Building”) having carpet area of square feet corresponding to Built-up area of square feet demarcated in the Floor Plan annexed hereto and marked **SCHEDULE - J** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause (m) of section 2 of the Act working out to a Super Built up area of..... square feet, alongwith exclusive use of the

Terrace admeasuring Sq.Ft alongwith the right to use Garage/Covered (Dependent/Independent)/Mechanical Parking Space (Dependent/Independent)/Car Parking Space (Dependent/Independent) No. admeasuring square feet (Car Parking Space) located on the Basement/Ground/Floor of or around the Building Block as permissible under the applicable law (hereinafter referred to as the "Apartment/Unit "as per Unit Plan and Parking Plan annexed hereto and collectively marked and described in **SCHEDULE – B**);

39. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects _____ and of such other documents as are specified under the Act.
40. 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;
41. 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;
42. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment on ownership basis and the garage/covered parking /terrace (if applicable).

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Point 38 above.

1.1.1. The Total Consideration of Apartment is Rs _____ /- (Rupees _____ Only) ("Total Consideration of Apartment").

Apartment No . _____ Type _____ BHK Floor __, Block __	Rate of Apartment per square foot of carpet area: Rs. _____ /-
Cost of Apartment	Rs. _____ /-
Development Charges	Rs. _____ /-
Sub Total	Rs. _____ /-
Preferential Location Charges	Rs. _____ /-
Height Escalation Charges	Rs. _____ /-
Open Terrace Charges	Rs. _____ /-
Cost of Car Parking/Two Wheeler	Rs. _____ /-
Consideration for the Apartment	Rs. _____ /-

1.1.2. The Total Extras and deposits in respect of Apartment is Rs. _____ /- (Rupees _____ Only) ("Total Extras and Deposits").

Extras and Deposits	
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____ /-
Transformer Charges, Electricity Charges & Development Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with Electricity Board for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to Electricity Board directly on account of Individual Meter.	Rs. _____ /-
Legal and Documentation Charges	Rs. _____ /-
Association Formation Charges	Rs. _____ /-
Diesel Generator Power Backup - Generator charges for limited back up	Rs. _____ /-
Club Charges	Rs. _____ /-
Incidental Charges	Rs. _____ /-
Any other Charges towards special requirement of the purchaser	Rs. _____ /-

Total Extras and Deposits (in Rupees)	Rs. _____ /- + Amounts on actual
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1.1.3. The Total Taxes (GST) paid in respect of Apartment is Rs. _____ /- (Rupees _____ only) ("Total Tax") however the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on actual as and when such amount is ascertained and duly intimated by the Promoter.

Explanation:

- i. The Total Consideration of Apartment above includes the booking amount paid by the Allottee to the Promoter towards the [Apartment];
- ii. The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned in Clause 1.1.1., 1.1.2. and 1.1.3. above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of allottee or the, competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department.

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.1.1., 1.1.2. and 1.1.3. includes interalia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment) and the Project.
- v. TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2. The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.1.1., 1.1.2. and 1.1.3. is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent

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

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

In case WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

1.4. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE - D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be

allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act.

1.5. The Promoter shall confirm to the net area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.1.1, 1.1.2 and 1.1.3 payable for the net area shall be recalculated upon confirmation by the Promoter. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.1.1. of this Agreement.

1.6. In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

1.7. Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership rights of the Unit and the Garage;
- (ii) The Allottee shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common

Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) The Allottee have the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Promoter. The Promoter including Project staffs shall not be liable for any untoward incident or accident.

1.8. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Garage 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 Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

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

liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10. Out of the Booking Amount, the Allottee has paid a sum of Rs. _____ /- (Rupees _____ only) as application money ("Application Money") as per **SCHEDULE - C** at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. The Booking Amount forms part of the Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.1.1., 1.1.2. and 1.1.3. and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Banker's Cheque or Online Payment (as applicable)] in favour of [ROBUST NIRMAN LLP] payable at [Kolkata).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. 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 thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

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

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on ___ day of _____, 20__ subject to a further grace period of 6 (six) months unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan

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

7.2. Procedure for taking possession:

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottee are not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two): months from the date of issue of completion/occupancy certificate.

Provided that, in the absence of the local law, the Deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, after the issuance of the completion certificate/occupancy certificate for the Project. The Promoter shall hand over the photo copy of completion/occupancy certificate of the Apartment to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fail to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 ("Deemed Possession")

and also pay demurrage charges to the Promoter at the rate of Rs. 30,000/- only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the possession of the apartment.

7.4. Possession by the Allottee

After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary-documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

7.5. Cancellation by Allottee

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

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

7.6 Compensation

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land or the Project as on the Effective Date;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be;

(x) The Land 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 Land;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and

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

(xii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of Default by Promoter under the conditions listed above, Allottee/ Allottee(s) is/are entitled to the following:

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

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

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

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

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

(i) In case the Allottee fail to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree

and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year (as per the rate of Reserve Bank of India's consumer price index).

(ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

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

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

(iii) The Allottee agree not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Promoter or its representatives. In the event the Allottee does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a

default by Allottee, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

(iv) In the event construction of the wing or floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to Applicable Law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

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

10. DEED OF CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.1.1, 1.1.2 and 1.1.3 under the Agreement from the Allottee, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with

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

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Promoter 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/Occupancy Certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in Clause 1.1.2. of the Apartment. In case the formation of the Association is delayed due to no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter on actual basis.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the

Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 1 (one) year by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES:

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access of all Common Areas, garages/ parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association and/or maintenance agency to enter into the

Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, as located within the Project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, Diesel Generator set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging 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.

15.2 The Allottee further undertake, assure and guarantee that they shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment ownership Act, 1972, as well as other various laws/regulations as applicable in the state of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registering Authority at [Barasat and/or Kolkata] as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registering Authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the-case of other Allottee.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the authorized signatory's office and the Allottee, in [Barasat and/or Kolkata] after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authority at [Barasat and/or Kolkata]. Hence this Agreement shall be deemed to have been executed at Barasat.

30. NOTICES

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

_____ (Name of Allottee)

at _____ (Allottee' Address)

ROBUST NIRMAN LLP. (Promoter's authorized signatory)

- i. Registered office at 119, Cotton Street, P.O.- Burrabazar, P.S.- Posta, Kolkata – 700007,
- ii. Administrative office at 89/A, Chakraborty Para, Gupta Colony, P.O.- Nabapally, P.S.- Barasat, Dist.- North 24 Parganas, Kolkata – 700126.

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

31. JOINT ALLOTTEE:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out of 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 or as amended from time to time. The venue of the Arbitration shall be in Kolkata and the medium shall be in English.

[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].

33.1 DISHONOUR OF PAYMENT INSTRUMENTS:

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee come forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

33.2 RAISING OF FINANCE BY ALLOTTEE:

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

33.3 RAISING OF FINANCE BY PROMOTER:

The Allottee understand and acknowledge that the said Land is free from all encumbrances and/or liens and/or charge, but the land may be mortgaged by the Promoter and the Promoter shall not be under an obligation to inform the same to the allottee and neither requires a NOC.

33.4 DEEMED POSSESSION:

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.

(iv) All other expenses necessary and incidental to the management and maintenance of the Project.

33.5 ADDITIONS OR REPLACEMENTS:

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, fire fighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agree to abide by the same.

33.6 MAINTENANCE AND ASSOCIATION:

(i) Maintenance

Upon completion of the Project the Promoter will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

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

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the

Promoter and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fail to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ [1.5] % per month will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the Advance Maintenance Charges. If due to such adjustment the Advance Maintenance Charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

(ii) Interim Maintenance Period:

During the interim maintenance period between obtaining of the completion certificate of such Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.

The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/by-laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

33.7 COVENANTS OF THE ALLOTTEE:

Apartment use

The Allottee shall not use the Apartment or permit the same to be used for purpose other than the purpose as mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

Hazardous materials

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

Co-operation

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

Transfer

The Allottee shall not transfer or sell the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of preemption, then in that event transfer of rights before the completion and handover of the Apartment, the Allottee shall pay a transfer fee of Rs. 150/- per square feet (Rupees One hundred only per square feet) to the Promoter. Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

Common Rules

The Allottee shall abide by and adhere to the Common Rules specified in **SCHEDULE – G** herein from time to time.

Common Expenses

The Allottee shall pay on due dates the Common Expenses specified in **SCHEDULE – F** herein from time to time.

Model Unit

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

Construction Progress Linked Payment Plan

The Allottee(s) acknowledges that he/her/they has/have chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottee(s), including that the instalment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

33.8 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for such apartment or building, as the case may be, 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 made thereunder.

33.9 OTHER TERMS AND CONDITIONS:

The Parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottee to be respectively paid observed and performed, as the case may be:

33.10 Extras

As included in Clause 1.1.2. of this Agreement, the Allottee has agreed to pay the following amount to the Promoter (Extras & Deposits) as mentioned therein;

33.11 Electricity supply/DG back-up:

In case the electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Developer shall provide individual sub- meters to the Allottee upon payment by them of the proportionate security deposit payable to DPL any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to electricity supply agency, as per the norms of electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

33.12 Diesel generator power backup:

Provision will be made for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/the Association, as the case may be.

33.13 Payment of Consideration of Apartment, Total Tax and the Total Extras and Deposits prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee have paid the entirety of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

33.14 Other terms and conditions as per West Bengal Housing Industry Regulatory Authority:

All the terms and conditions as mentioned in the agreement are in agreement with the Rules and Regulations laid down in the the Real Estate (Regulation & Development) Act, 2016 as amended and/or substituted and are not in contravention of the same.

34. To be Read With Point No 7.5 :

Provided that subject to Clause 7.5(ii) below, where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 90 days notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 20% of the consideration and the applicable GST on such cancellation charges/ the promoter herein is entitled to forfeit the booking amount paid for the allotment or the Promoter herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to Clause 7.5(iii) below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

(ii) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total consideration of Apartment payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

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

DEFINITIONS AND INTERPRETATIONS:-

A. Definitions:

Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:

- 1.1. “**Act**” shall mean the Real Estate (Regulation & Development) Act, 2016, as amended and/or substituted;
- 1.2. “**Rules**” shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021, as amended and/or substituted;
- 1.3. “**Regulations**” mean the Regulations made under the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate (Regulation and Development) Rules, 2021, as amended and/or substituted;
- 1.4. “**Section**” means a section of the said Act;
- 1.5. “**Apartment Acquirers**” shall mean persons who acquire apartments in the Project;

- 1.6. "**Applicable Interest Rate**" shall mean the rate of interest prescribed under the Act from time to time;
- 1.7. "**Applicable Law**" shall mean all applicable 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;
- 1.8. "**Application Money**" shall have the meaning ascribed in Clause 1.10;
- 1.9. "**Booking Amount**" shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;
- 1.10. "**Building Common Areas**" shall mean with respect to the Tower, the areas, facilities and amenities specified in **SCHEDULE – E** which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building;
- 1.11. "**Carpet Area**" shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/veranda/open terrace area;
- 1.12. "**Cancellation Charges**" shall mean collectively (i) 20% of the Agreement Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement;

- 1.13. "**Common Areas**" shall mean collectively the areas, amenities and facilities specified in **SCHEDULE – E** for the common use and enjoyment of all the Allottee/occupiers of the Project;
- 1.14. "**Common Expenses**" shall include the proportionate share of common expenses briefly described and without limitation in **SCHEDULE – F** herein to be paid borne and contributed by the Allottee for rendition of common services;
- 1.15. "**Common Rules**" shall mean the rules and regulations specified in **SCHEDULE – G** to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;
- 1.16. "**Effective Date**" shall mean the date of execution when the Agreement comes into force;
- 1.17. "**Extras & Deposits**" shall mean the costs and deposits specified in Clause 1.1.2 herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;
- 1.18. "**Force Majeure**" shall have the meaning ascribed to it in the Act;
- 1.19. "**Maintenance Charges**" shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;
- 1.20. "**Mutual Easements and Reserved Matters**" shall mean the easements and rights herein and reserved to the Promoter and/or the Association;
- 1.21. "**Net Area**" shall mean sum of the carpet area of the Unit;

- 1.22. "**Garage**" shall have the meaning ascribed to it in Recital I;
- 1.23. "**Payment Plan**" shall mean the schedule of payment prescribed in **SCHEDULE - C**;
- 1.24. "**Unit**" shall mean each unit of occupancy in the Project, being a Flat and the expression "units" shall be construed accordingly;
- 1.25. "**Association**" – shall mean any company incorporated under the Companies Act, 1956 or any association or any syndicate or a committee or registered society formed or may be formed;
- 1.26. "**Parking Space**" – The right to park car/s/two-wheeler/s in car/two-wheeler Parking Space in the ground floor and basement described in _____ **SCHEDULE** below (**Parking Space**);
- 1.27. "**Common Portions**" – shall mean and include corridors, hallways, stairways, internal passages, passage ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, Transformer, Fire Fighting systems and other facilities which have been provided by the Vendor whether built-in in the unit costs or not and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Unit as also the Building as are mentioned in the _____ **SCHEDULE - E** hereunder written but excluding the signage spaces in the facade, passages and walls, and the roof (excluding the service areas) of the Building;
- 1.28. "**Common Expenses**" – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Co-transferees including those mentioned in the _____ **SCHEDULE - F** hereunder written. Provided however the charges payable on account of Generator,

Electricity etc. consumed by or within the Unit shall be separately paid or reimbursed by the Purchaser;

- 1.29. **“Common Purposes”** – shall mean and include the purpose of managing, maintaining and up keeping the Building and in particular the common areas and installations, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of respective Units exclusively and the Common Areas and Installations in common;
- 1.30. **“Maintenance-In-Charge”** – shall mean the Association or any agency appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Vendor not inconsistent with the provisions and covenants herein contained;
- 1.31. **“Premises / Land”** – shall mean ALL THAT piece or parcel of land measuring an area of more or less 78 Cottahs 10 Chittaks, be the same a little more or less, lying and situated at Mouza Paschim Ichapur, J.L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L.R. Dag No. 1154, under L.R. Khatian No.682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, under Ward No. 7, Amalgamated Holding No.-1532/18, Premises at Shastriji Road, A.D.S.R.O. – Kadambagachi, P.S. Barasat in the District of North 24 Parganas, more fully and particularly described in the **SCHEDULE - A** hereunder written;
- 1.32. **“Land Share”** – Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into

consideration the proportion, which the built up area of the said Unit bears to the total built up area of the said building;

- 1.33. **“Buildings”** – shall mean the G+7 storied building(s) comprised of several blocks to be constructed within 72 months from the date of execution of the development agreement along-with a grace period of 12 months to avoid unforeseen contingencies;
- 1.34. **“Unit”** – ALL THAT the Unit no. ____ having a carpet area of ____ square feet aggregating to a Built Up Area of ____ square feet and further aggregating to a Super Built Up Area of ____ Square feet, in the Building, hereinafter collectively referred to as the “Apartment”, more particularly described in _____ **SCHEDULE** below and hereinafter to be referred as the **“Said Unit”**), of the building named _____ (**Said Building**), at _____ , Barasat described in _____ **SCHEDULE** below (**Said Premises**);
- 1.35. **“Purchaser”** – shall mean and include –
- i. In case the Purchaser be an individual or a group of person, then his/their respective heirs executors administrators legal representatives;
 - ii. In case the Purchaser be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs, executors, administrators, legal representatives;
 - iii. In case the Purchaser be a partnership firm, then its partners for the time being their respective heirs executors administrators legal representatives;
 - iv. In case the Purchaser be a company, then its successors or successors in interest.

B. Interpretation

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- ii. Words in singular shall include the plural and vice versa;
- iii. Reference to a gender includes a reference to all other genders;
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re- enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act shall have their meanings ascribed in the Act.

THE SCHEDULE - A ABOVE REFERRED TO:

(the Land)

ALL THAT piece or parcel of land measuring an area of more or less 78 (Seventy Eight) Cottahs 10 (Ten) Chittacks be the same a little more or less, lying and situated at Mouza - Paschim Ichapur, J.L. No. 29, Re. Su. No. - 119, Pargana - Anwarpur, Touzi No. 146, comprised in R.S. Dag No. - 1068, 1068/1679, 1137, 1124, 1126, 1127, 1128, 1129, 1138, 1134, 1136, 1135/1683 & 1133 corresponding to L.R. Dag No. 1154, under L.R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, under Ward No. 7, Amalgamated Holding No. 1532/18, Premises at Shastriji Road, A.D.S.R.O. Kadambagachi, P.S. - Barasat in the District of North 24 Parganas, upon which the proposed multi storied (G+7) building is to be constructed in accordance with the building plan sanctioned from the Barasat Municipality, which is butted and bounded as follows: -

ON THE NORTH: 25 feet wide Shastriji Road.

ON THE SOUTH: Other's property.

ON THE EAST: Other's property.

ON THE WEST: Other's property.

THE SCHEDULE – B ABOVE REFERRED TO:

(The Flat/Apartment)

ALL THAT residential unit being Flat/Apartment no., Tower/Block No., Floor

THE SCHEDULE – C ABOVE REFERRED TO:

(Payment Schedule)

1.	Application Money	For 1 BHK Flat – Rs.50,000 + GST
		For 2 BHK Flat – Rs.1,00,000 + GST
		For 3 BHK Flat – Rs.1,50,000 + GST
2.	On Allotment	[10% of total consideration (-) Application Money] + GST
3.	Agreement Money (Payable within 30 days from the date of Application)	10% of total consideration + 50% Legal Fees + GST
4.	On completion of Piling of the block booked	10% of total consideration + GST

5.	On completion of Ground floor slab casting	7.5% of total consideration + GST
6.	On completion of 2 nd floor slab casting	7.5% of total consideration + GST
7.	On completion of 4 th floor slab casting	7.5% of total consideration + GST
8.	On completion of 7 th floor slab casting	7.5% of total consideration + 50% of Transformer & Generator Charges + GST
9.	On completion of brick work of the respective flat booked	10% of total consideration + GST
10.	On completion of flooring of the respective flat booked	10% of total consideration + GST
11.	On completion of the respective flat booked	10% of total consideration + GST
12.	On Possession	10% of total consideration + Rest of the extra charges + GST + Maintenance Charges + Deposits for rates & taxes + sinking fund

Consideration: Flat Value + PLC + Floor-rise + Terrace Charge + Car Park + Two Wheeler Park

EXTRA CHARGES:

1.	Club Membership Charges	Rs.40/- per sq. ft.
2.	Generator Charges	Rs.30,000/- per KVA
3.	Transformer / HT Services	Rs.45/- per sq. ft.
4.	Documentation/Legal Charges	Rs.15,000/-
5.	Cost of formation of Society	Rs.5,000/- per flat

THE SCHEDULE – D ABOVE REFERRED TO:

(Specific amenities and facilities of the Apartment)

THE SCHEDULE – E ABOVE REFERRED TO:

(The Common portions)

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the property nor part of any Flat, for the common use of all Flats or by all Flats Owners necessary or convenient for the existence, maintenance or use of the property as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
3. All structural floor assemblies including the underside of such assembly ceiling.
4. All exterior walls of the building including the exterior limestone façade of the building and the structural masonry walls.
5. All windows, window frames, casements and mullions.
6. Staircase on all the floors lobbies corridors.
7. Lift well.
8. Lift plant/car installation.
9. Lift room. (Machine room less lifts are being provided in this project).
10. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
11. Overhead water tank underground water reservoir water pipes and other common plumbing installation.

12. Electrical wiring meters and fittings in the common areas.
13. Drainage and sewerage.
14. Fire Fighting system installation and allied equipment.
15. Passage pathways driveways and entrance.
16. Community Hall.
17. Children Play area.
18. Indoor Games room.
19. Gym.
20. Temple.
21. Security Room.
22. Emergency common power back up (DG set).
23. All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat Owners.

THE SCHEDULE – F ABOVE REFERRED TO:

(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds, shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

Paying such workers as may be necessary in connection with the upkeep of the property.

7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

9. Cleaning as necessary of the areas forming part of the Project.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.

11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual allottee(s) / occupiers of the Project.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with

the development or any part thereof so far as the same is not the liability of or attributable to any individual Allottee/occupier of Project.

15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.

18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.

21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

23. The Allottee (s) under the scope of these presents undertakes to reimburse and/ or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and/or taken by the Allottee(s) herein in respect of his/her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottee makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

THE SCHEDULE – G ABOVE REFERRED TO:

(Common Rules)

Part I-Restrictions

1. The Allottee shall not:

1.1 Partition the Flat and/or the Car Parking Space.

1.2 Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.

1.3 Damage the Building or the common portions, amenities, facilities or any of the other Flats by making any alterations or withdrawing any support or otherwise.

1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the common portions, save at the places earmarked therefore.

1.5 Place or cause to be placed any article in any of the common portions.

1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.

1.7 Use or allow the Flat or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.

1.8 Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Flat in the Building where the Flat of the Allottee will be situate.

1.9 Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Flat save at the places provided therefore, provided that the Allottee may display a small and decent name-plate outside the main door of the Flat.

1.10 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat or in any of the common portions which may be injurious or obnoxious to the other occupiers or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the Allottee may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.

1.11 Hang from or attach to the beams or the rafters of any part of the Flat or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.

1.12 Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Flat acquirers.

1.13 Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Developer or the Association or the Facility Management Company ("FMC"), as the case may be.

1.14 Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Flat or in its windows.

1.15 Hang or put any clothes in or upon the windows, balconies or any other portion of the Flat which is visible from the outside or to outsiders.

1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.

1.17 Install any air-conditioner, except in the approved places.

1.18 Affix or change the design or the place of the grills, the windows or the main door of the Flat without prior approval of Developer or Association or FMC, as the case may be.

1.19 Make any internal addition, alteration and/or modification in or about the Flat save in accordance with the then existing statutory building regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the Association or the FMC, as the case may be.

1.20 To carry any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat excepting between 10:00 am to 06:00 pm and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Flat is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat during the Board Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Developer or the Association or the

FMC, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the FMC, as the case may be.

1.21 To alter the outer elevation of the Building or the Flat, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.

1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats or the Building.

1.23 Claim any right of pre-emption or otherwise regarding any of the other Flats or any portion of the Building and/or the Project.

1.24 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats or the Building or cause the premium for the insurance to be increased.

1.25 Do or cause anything to be done in or around the said Flat or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof and/or to make any additions or alterations which are not permissible in law.

1.26 Close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandas lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

1.27 Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Flat.

1.28 Use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building or Buildings to the owners and occupiers of the neighbouring properties or for any illegal or immoral purpose.

1.29 Park car on the pathway or open spaces of the Building or the Project except the space allotted.

1.30 Obstruct other occupiers in hanging clothes at the places designated for such purpose by the Developer or the Association or the FMC in the roof of the Building.

1.31 Commit breach or violate such building rules and regulations as may be made applicable by the Developer or FMC before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

1.32 Object on any additional construction activities being carried out or to be carried out by the Developer.

1.33 Obstruct any of the occupiers of the other phases of the Project to use and enjoy any of the common areas, facilities and amenities within the Project which common areas, facilities and amenities are not earmarked by the Developer for exclusive use and enjoyment of any particular phase of the Project.

1.34 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged.

2. The Allottee shall:

2.1 Maintain the Project in general and the Building where the Flat is situate for the purposes, with the intent and object for which the same is constructed.

2.2 Assist the Developer to form the Association of Flat Acquirers, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.

2.3 Co-operate and assist in all manner with the Developer/FMC/Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Developer/FMC/Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer/FMC/Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee.

2.4 Maintain, at their own costs, the Flat in the same good condition, state and order in which the same is be delivered to him/her/it, normal wear and tear accepted.

2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.

2.6 Pay regularly and punctually every month and month by month, the common area maintenance charges at such rates as may be decided, determined and apportioned by the Developer to the Developer and upon the formation of the Association to such Association, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not

included within the scope of this clause but in the opinion of the Developer and/or Association or Facility Management Company are issues or subject matters of common interest, the Allottee undertakes not to oppose the decisions taken by the Developer and/or Association or Facility Management Company, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Owners and/or Developer and/or Facility Management Company and/or upon the formation of the Association shall be conclusive and final.

2.7 Pay the charges for electricity only relating to the Flat and proportionately relating to the Building and Project common portions, utilities and facilities.

2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat and after such installation, timely pay all charges and/or deposits to ensure that none of the other Flat Acquirers the or Developer/FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.

2.9 Pay the proportionate rates, charges and fees of the Barasat Municipal Corporation ("BMC") till such time the Flat is not mutated and separately assessed by the BMC and thereafter timely pay all rates and taxes of the BMC to ensure that none of the other Flat Acquirers or the Developer/FMC/Association, as the case may be, is affected in any manner for any non or untimely payment.

2.10 Pay such further deposits as be required by the Developer/FMC/Association, as the case may be, from time to time. 2.11 Maintain and be responsible for the structural stability of the Flat and not to do any act, matter or thing which may affect the structural stability of the Building.

2.12 Use the Flat, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

2.13 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/FMC/Association, as the case may be.

2.14 Pay, wholly in respect of the Flat and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person.

2.15 Allow the Developer/FMC/Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Flat.

2.16 Ensure that the entirety of Project is maintained in a decent manner.

2.17 Pay, and undertake to pay, such damages on demand as ascertained by the Developer/FMC/Association, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.

2.18 Pay and undertake to pay interest at the rate of 2% per month in the event the Allottee fail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the Developer/FMC/Association, as the case may be, to discontinue any or all the facilities and utilities.

2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

2.20 Co-operate with the other co-purchasers and the Developer or the Association or the FMC in the management and maintenance of the said New Building.

2.21 Allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs

2.22 The Allottee acknowledges that the Complex is being constructed over the said Premises and the Separated Area and the Excluded Area do not form part of the said Premises. The Allottee further acknowledges that pursuant to discussions, the Promoters have agreed to grant a right of access / passageway for the said Complex through the Excluded Area and the Separated Area subject to the conditions that (a) the Promoters will be permitted to undertake construction on the said Separated Area and the Excluded Area respectively at present not forming part of the said Premises and (b) the Promoters will, subject to necessary sanctions, be permitted to amalgamate the land comprising the Separated and the Excluded Area with the said Premises as part of the Complex. The Allottee acknowledge and has provided its consent / no-objection to such conditions and further agrees to provide its consent if so required by any Governmental Authority to effectuate the amalgamation. The Allottee further acknowledges and agrees that in the event that the Allottee are unwilling to grant their consent to the amalgamation of the Excluded and the Separated Area with the said Premises, the said Premises, the Promoters, whilst exercising their rights in and over the said Excluded Area and the Separated Area shall be permitted to withdraw the right of access/passageway granted over their respective lands and shall further be entitled to undertake such construction on the Excluded and the Separated Area as may be permissible under applicable laws.

Part II - Miscellaneous Rules/Covenants

1.1 If any alteration in the Project is required by the Barasat Municipality or any other statutory authority, then the Promoter may do so without any prior intimation or consent from the Allottee.

1.2 After the date of taking over of possession of the Flat, the Allottee shall have no right or claim against the Promoter, except for defective workmanship, if any, of the Flat if proved to the satisfaction of the Architect. Such warranty shall continue for a period of 1 (one) year from the possession date. If within the period of one year any defect is proved to the satisfaction of the Architect the same will be remedied at no extra cost to the Allottee.

1.3 The right of the Allottee will remain restricted to the Flat and the Car Parking Space(s). All the unsold Flats and the Car Parking Space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.

1.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the Allottee shall not make any claim thereto in any manner whatsoever.

1.5 In all matters relating to construction of the Buildings and/or Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect of Project shall be final and binding and the Allottee shall not dispute the same or raise any objection thereto.

1.6 In no circumstances whatsoever the Allottee shall do any act, deed, matter or thing whereby the construction of any of the Buildings or development of Project in general, of any adjacent land or the additional buildings or phase of the Project is in any manner whatsoever, hindered, obstructed or impaired with.

1.7 The Allottee have no interest, right or title in the common portions of the Buildings other than the Building in which the Flat of the Allottee are

situate. The common portions of the Project shall at all times be jointly enjoyed by all occupiers within the Project.

1.8 The Allottee shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the common portions of the Building and/or the Project and also the Allottee along with the other occupiers of the Building shall use the common portions Building for the purposes for which they are created and the Allottee along with the other occupiers of the Project shall use the common portions of the Project for the purposes for which they are created without hindering or encroaching upon the lawful rights of other occupiers of the Project.

1.9 The right of user of the Allottee of the common portions of the Building and the Project along with the Car Parking Space(s) shall not be transferable except along with the Flat hereby sold and shall be deemed to be transferred with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

1.10 All Prior approvals as may be required by the Allottee for any specific purpose shall be in writing from the Developer or the FMC or the Association.

Part III-House Rules

1.1 The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.

1.2 No occupier in the Project shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his flat with such intensity as will disturb or annoy other occupants of the Building.

1.3 No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of Association such approval are to taken from the Association.

1.4. No shades, awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Association or FMC, as the case may be;

1.5 Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Flat-Owner in whose apartment it shall have been caused.

1.6 No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However in case there is no service elevator then such pets can be allowed along with its Owner.

1.7 Garbage and refuse of the flats shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/FMC/Asociation.

1.8 As from the date of possession the Allottee shall be liable and agreed to make payment of the proportionate share of the amounts which may become payable to the Government of West Bengal and other local bodies in respect of the culvert which has been provided including making payment of the proportionate amount on account of repairs and maintenance of such culvert.

1.9 Only drills can be used to drive nails into the walls of the Flat. However, no drills can be used in the kitchen or toilet without the supervision of the

representative of the Developer or the FMC or the Association, as the case may be.

1.10 The entire Flat has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the apartment will trip down.

1.11 Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.

1.12 No unit/flat owner shall send any employee of the Developer or Association or FMC on any private business or personal errand.

1.13 Colour of external balcony shall not be changed since the same will then change the elevation of the Buildings.

1.14 No games or sporting activities are allowed which may cause damage to the landscaped areas or the buildings.

1.15 The lobby should be kept clean at all times.

1.16 No tenant of a flat shall be allowed to occupy such flat unless the tenant is introduced to the designated representative of the Developer or the Association or the FMC so that he may be recognized as a bona fide occupant of the flat for security and billing purpose.

1.17 To register all domestic helps and drivers along with current photographs with the Developer or the Association or the FMC, as the case may be, and obtain identity cards that the Developer or the Association or the FMC, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association or the FMC, as the case may be, will provide them. In the interest of security no domestic helps and drivers shall be allowed entrance into the Building till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Developer or the Association or the FMC, as the case may be so that records can be updated. The occupier concerned shall be solely responsible

and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.

1.18 While sending any goods or materials out of the premises by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.

1.19 Pets shall be immunised and be kept on a leash while in the common areas of the complex. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the complex campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.

1.20 Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.

1.21 No bills shall be stuck anywhere on the Buildings or in any place within the Project.

1.22 No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Flat Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the FMC or the Association.

1.23 Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.

1.24 Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.

1.25 The Developer or Association or FMC shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.

Part IV-Fit-out Rules/Guidelines

1.1 The Developer/FMC/Association reserves the rights to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the occupiers fit-out processes so as to ensure that:

- (i) The fit-out works are carried out in accordance with the approved plans;
- (ii) The fit out works are in compliance with the guidelines as framed by Developer/FMC/Association.

1.2 The Developer shall handover the fit-out rules at the time of handing over possession of the Flat. The Allottee shall strictly follow the fit-out rules while undertaking the fit-out works.

1.3 Fit out processes/works shall mean any interior work to be carried out by an occupier at their own costs in relation to their Flat or adjoining Flat(s) in the same Building which shall have been approved by the Developer or the FMC.

1.4 The Allottee shall be required to pay to the Developer Rs. 50,000/- (Rupees Fifty Thousand only) as interest free fit-out deposit and additionally all applicable taxes and/or duties thereto that may be payable. The fit-out Charge is subject to enhancement at the discretion of the Developer at any point of time. The same shall be refundable adjusting the quantum of damage(s), if any.

1.5 Any request for undertaking the fit-out works shall be made by the Allottee in writing.

THE SCHEDULE – H ABOVE REFERRED TO:

(Mutual Easements and Reserved Matter)

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

ii. The right of access and passage in common with the Association and/or the Allottee and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottee and the Association along such drive way and path ways as aforesaid.

iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as

far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottee and occupiers of the other spaces and portion of the Building(s).

THE SCHEDULE - I ABOVE REFERRED TO:

(Specifications)

- A. STRUCTURE - RCC frame structure.
- B. OUTDOOR FINISH - 7 Years washable weather coat paint.
- C. WALL & CEILING - Putty finish.
- D. FLOORING - Vitrified tiles.
- E. DOORS – Laminated Flush doors.
- F. DOOR FRAME – Sal wood/Mahogany wood/Hard wood.
- G. WINDOW - Aluminium sliding/openable windows.
- H. SANITARY WARES - Jaguar/Cera/Hindware or any other reputed brand.
- I. SANITARY FITTINGS - Jaguar/Cera/Hindware or any other reputed brand.
- J. ELECTRICAL FITTING - Concealed wiring with provisions of modular switches (Polycab/KEI/RR cable/Anchor/Havells/Kolors or any other reputed

brands).

- K. KITCHEN FITTING - Stainless steel sink, provision of water filter point, provision of Chimney and Exhaust Point, Slab of Black Stone, wall about 2' to 3' above from the slab level by 18" x 12" Glazed tiles.
- L. BATHROOM – Wall tiles up to 6' from floor level by 18" x 12" Glazed tiles, Flooring by antiskid 2' x 2' vitrified tiles, door by poly door.
- M. PROVISION FOR AC'S - In bedroom and living area.
- N. ROOFTOP TREATMENT - Waterproofing.
- O. SOURCE OF WATER IN THE PROJECT – Submersible water/Municipal water.
- P. LIFTS in all block.
- Q. FIRE FIGHTING ARRANGEMENT IN THE PROJECT - as per fire Department Norms.
- R. PROVISION FOR GENERATORS FOR THE FLAT - only for limited fan, light and refrigerator usage.

THE SCHEDULE - J ABOVE REFERRED TO:

(Floor Plan)

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED at

Kolkata in the presence of:

1.

2.

DEVELOPER

PURCHASER

Drafted by:

Advocate

High Court at Calcutta

Enrolment No.

MEMO OF CONSIDERATION

Mentioned below is the division of total amount received from the Purchasers herein towards the full consideration money as per memo below:-

<u>Sl. No.</u>	<u>DATE</u>	<u>METHOD OF PAYMENT</u>	<u>AMOUNT</u>
1.			Rs. /-
2.			Rs. /-

3.			Rs. /-
4.			Rs. /-
5.			Rs. /-
	Total:		Rs. /-

Total: Rs. /- (Rupees only)

WITNESSES:

1.

2.

DEVELOPER