

AGREEMENT FOR SALE

This **Agreement for Sale** ("**Agreement**") is executed on this _____ Day of _____, 202__ at Malda.

BY AND BETWEEN

1. **MR. SANJAY CHITLANGIA** (having PAN **ABZPC5672L** and Aadhaar No. **7101 8861 1578**), son of Mr. Kedar Nath Chitlangia, Indian by citizen, Hindu by faith, Business by occupation, resident of South Baluchar, Marwari Patty Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
2. **MRS. SUMAN CHITLANGIA** (having PAN **ACIPC6415F** and Aadhaar No. **9808 5318 4690**), wife of Mr. Sanjay Chitlangia, Indian by citizen, Hindu by faith, Housewife by occupation, resident of South Baluchar, Marwari Patty Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
3. **MR. SUNNY CHITLANGIA** (having PAN **BADPC0587L** and Aadhaar No. **6287 7954 7192**), son of Mr. Sanjay Chitlangia, Indian by citizen, Hindu by faith, Business by occupation, resident of South Baluchar, Marwari Patty Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
4. **MRS. MILI SAHA** (having PAN **AKOPS7630N** and Aadhaar No. **3810 8375 8068**), wife of Mr. Gobinda Saha, Indian by Citizen, Hindu by Faith, Housewife by Occupation, resident of Vibekananda Pally, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
5. **MRS. SONALI SAHA** (having PAN **AZHPC7004N** and Aadhaar No. **9995 9821 0025**), wife of Mr. Netai Saha, Indian by Citizen, Hindu by Faith, Housewife by Occupation, resident of K.J. Sannayal Road, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
6. **MR. ADITYA SARDA** (having PAN **CWGPS7911E** and Aadhaar No. **2663 9962 9780**), son of Mahesh Kumar Sarada, Indian by Citizen, Hindu by faith, Business by Occupation, resident of Golapatti Bandh Road, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
7. **MR. KRISHNENDU NARAYAN CHOUDHURY** (having PAN **ABYPC8431A** and Aadhaar No. **5156 8907 9234**), son of Late Manindra Narayan Choudhury, Indian by Citizen, Hindu by faith, Advocate by Occupation, resident of Beltolla House, Golapatti Bye Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
8. **MR. DIBYENDRA NARAYAN CHOUDHURY** (having PAN **ACJPC0377P** and Aadhaar No. **2431 8305 6269**), son of Late Jadabendra Narayan Choudhury, Indian by Citizen, Hindu by faith, Advocate by Occupation, resident of Beltolla

House, Golapatti Bye Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;

9. **MR. ARUNENDRA NARAYAN CHOUDHURY** (having PAN **ACJPC0374Q** and Aadhaar No. **5516 1240 3185**), son of Late Jadabendra Narayan Choudhury, Indian by Citizen, Hindu by faith, Advocate by Occupation, resident of Beltolla House, Golapatti Bye Lane, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;

... All are hereinafter collectively called the “**OWNERS/VENDORS**” (which expression shall mean and include unless excluded by or repugnant to the context their legal heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

The Owners/Vendors hereof **MR. SANJAY CHITLANGIA, MRS. SUMAN CHITLANGIA, MR. SUNNY CHITLANGIA, MRS. MILI SAHA, MRS. SONALI SAHA, MR. ADITYA SARDA, MR. KRISHNENDU NARAYAN CHOUDHURY, MR. DIBYENDRA NARAYAN CHOUDHURY** and **MR. ARUNENDRA NARAYAN CHOUDHURY** all are collectively represented by their Constituted Attorney **PRM REAL ESTATE PRIVATE LIMITED**, represented by its Authorized Signatory **Mr. Ajay Verma**, duly appointed by a registered Development Power of Attorney dated 24.05.2024, registered in the Office of the District Sub-Registrar, Malda recorded in Book I, Volume No. 0901-2024 at pages from 130950 to 130974 being Deed No. 090106804 for the year 2024.

AND

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, Business by Occupation, residing at _____

--- hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

AND

PRM REAL ESTATE PRIVATE LIMITED (having PAN **AACCV4148F** and CIN **U70101WB2007PTC112485**) an existing company governed by the provisions of the Companies Act, 2013, having its registered office on the 4th Floor, Jeevandeep Building, Saluagara, through its authorized signatory **Mr. Ajay Verma** (having PAN **ALOPV4202C** and Aadhaar No. **4698 3279 5587**) S/o. Late Radheshyam Verma, an Indian citizen, by faith Hindu, by occupation

Service, resident of Silpasamati Para, Jalpaiguri, Post Office Jalpaiguri, Police Station Jalpaiguri, District Jalpaiguri, PIN 735101 ---- hereinafter referred to as the **"PROMOTER/CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

The Owners/Vendors, Allottee and Promoter/Confirming Party shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

- A. WHEREAS** the Owners/Vendors are the joint, absolute and recorded owner in possession of all that piece or parcel of land measuring 213.1945 Decimal equivalent to 128.98 Katha, more or less, appertaining to and forming part of L.R. Plot Nos. 134, 138, 148 and 149, recorded in L.R. Khatian Nos. 1562, 2235, 2238, 2244, 2246, 2253, 2944, 2947, 2955, 2982, 2983 and 2984 of Mouza Nityanandapur, J.L. No. 112, Police Station Malda, within the District of Malda (**"Said Land"**), more fully described in the **"SCHEDULE A"**
- B. AND WHEREAS** the Promoter and the Owners jointly entered into a Scheme for development of the said land mentioned in the Schedule-A by virtue of the Development agreement executed by and between the Promoter mentioned hereinabove and the Owners/Vendors hereinabove by a registered Development Agreement dated 22.05.2024, registered in the office of the District Sub Registrar at Malda, duly recorded in Book I, Volume No. 0901-2024, at pages from 129560 to 129595 being Deed No. 090106719 for the year 2024 and a registered Development Power of Attorney dated 24.05.2024, registered in the office of the District Sub Registrar at Malda, duly recorded in Book I, Volume No. 0901-2024, at pages from 130950 to 130974 being Deed No. 090106804 for the year 2024 for construction of multi-storied residential building, comprising of multi-storied buildings in Block wise/Phase wise separated residential building.
- C. AND WHEREAS** the Said Land is earmarked for the purpose of construction of a building/s for a Residential Project, comprising of multistoried apartment, buildings in Block wise / Phase wise manner and the entire said project shall be known as **'PRM PARADISE'**; (**"Project"**)
- D. AND WHEREAS** the Promoter and the Owners/Vendors are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the said land on which the Project is to be constructed have been completed;
- E. AND WHEREAS** the Owners/Vendors and the Promoter herein have got the Building Plan approved from Malda Zilla Parishad on 20.09.2024 to develop the

said Project vide Sanctioned Plan No.980, being Memo No. 1044/DE/BP/NZP-24.

- F. AND WHEREAS** the Owners/Vendors and the Promoter has/have obtained the final layout plan approvals for the project from Malda Zilla Parishad. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority vide RERA No. _____; on _____ under registration.
- H. AND WHEREAS** the Allottee had applied for a flat/apartment in the project vide application no. _____ dated _____ and has been allotted apartment no. _____ having Carpet Area of _____ Sq. Ft. equivalent to Built-up Area and _____ Sq. Ft. equivalent to Super Built-up Area, type _____ on _____ floor in Block/Tower _____, along with _____ (_____) Medium size four-wheeler _____ covered parking space, being Parking No. _____ situated in _____ of the Complex named and designed as “**PRM PRESTIGE**”, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act, herein after referred to as the “**Flat/Apartment**” more fully and particularly described in “**Schedule B**” and the floor plan of the apartment is annexed herewith.
- I. AND WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. AND WHEREAS** the Owners/Vendors also confirm that in terms of the deed of easement dated 22.04.2024, registered in the office of District Sub Registrar, in Book I, Volume No. 0901-2024, Pages from 103150 to 103176, being No. 090105308 for the year 2024 by and between the Owners/Vendors herein and the owners of the adjoining land, the parties to the said deed of easement dated 22.04.2024 have mutually agreed to allow each other the unconditional, unfettered, perpetual round the clock right of way and/or of egress and ingress, through a demarcated 40 (forty) Feet wide common road/passage situated in the northern side of the Said Land comprising demarcated portion of land belong to Owners/Vendors herein and also another demarcated portion the adjoining land owners as demarcated in the easement deed. It is also confirmed by the Owners/Vendors herein to the Promoter herein and also to the Allottee herein that in terms of the said deed of easement dated 22.04.2024, the Owners/Vendors herein as also the adjoining land owners

have agreed to not construct, obstruct or sale any part or portion of their respectively owned portions of the said common road/passage and right of way for both the Owners/Vendors herein, the adjoining land owners and for the future Owners/Allottees of the proposed projects including the future owners/occupants of the Building and that there is no reason and/or possibility of any obstruction being caused by the adjoining land owners and/or anybody else for the use of such road/passage. The said easement right or right to use the common road is perpetual in nature.

- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners/Vendors and the Promoter hereby agree to sell and the Allottee/s hereby agrees to purchase the said Flat/Apartment and the Covered Parking Space (if any) as specified in paragraph H.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners/Vendors and the Promoter agree to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the said Flat/Apartment as specified in paragraph H;
- 1.2 The **Total Price (excluding applicable taxes)** payable by the Allottee to the Promoter is **Rs. _____/- (Rupees _____ only)** for the following heads:

Tower __, Floor _____, Flat No.____, Type: __BHK/ __ Toilet, __Covered Car Parking Space for (____) Four-Wheeler.	Rs. _____/-
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Maintenance Fund for 24 Months @ Rs. _____/- (Rupees _____ only) per square feet per month	Rs. _____/-
Documentation Charges	Rs. _____/-
TOTAL PRICE Payable (Excluding Applicable Taxes)	Rs. _____/-
Add GST	Rs. _____/-
TOTAL PRICE Payable (Including Applicable Taxes)	Rs. _____/-

*** Deduct TDS as per applicable rate of the Income Tax Act,1961

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Flat/Apartment.
- ii. The Total Price above includes Taxes (consisting of tax payable by the Promoter by way of GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment;

Provide that in case there is any changes/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- iv. The Total price of the said Flat/Apartment includes 1) pro rata share in the Common Areas; and 2) _____closed/covered parking(s) as provided in the Agreement.

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

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

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

The Promoter shall confirm to the final carpet areas that have 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 charges, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

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

- i. The Allottee shall have exclusive ownership of the said Flat/Apartment.
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.
- iii. That the computation of the price of the Flat/Apartment includes recovery of price of land, construction of [not only the flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc., and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project namely **PRM PARADISE**, shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972. Except the right of way and/or of egress and ingress, through a 40 (forty) feet wide common road/passage situated in the northern side of the Said Land.

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

The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only), which is exclusive of applicable taxes, by way of NEFT / RTGS / IMPS / account payee Cheque vide no. _____ dated _____ of _____ BANK in favour of the Promoter, as booking amount being part payment towards the Total Price of the said Flat/Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat/Apartment as prescribed in the Payment Plan (more fully described in Schedule C given hereinbelow) as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter and Vendor abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accept no responsibility in this regard. The Allottee shall keep the Promoter and Owners/Vendors 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 Flat/Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ FLAT/APARMENT

The Allottee has seen the specifications of the said Flat/Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State and/or Central Govt. 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 FLAT/APARTMENT

7.1 Schedule for possession of the said Flat/Apartment: The Promoter agrees and understands that timely delivery of possession of the said Flat/Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Flat/Apartment on 19.09.2029 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Flat/Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she/they/it shall not have any rights, claims etc. against the Vendors and

Promoter and that the Vendors and Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate or completion certificate from the competent authority shall offer in writing the possession of the said Flat/Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Said Flat/Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee after receiving the occupancy certificate or completion certificate of the Project or Blocks as the case may be.

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

7.4 Possession by the Allottee - After obtaining the occupancy certificate and/or completion certificate and handing over physical possession of the Said Flat/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 of the Allottee or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the 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 (forty-five) days of such cancellation.

7.6 Compensation - The Promoter and the Vendors shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective title of

the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

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

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE PROMOTER

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

- i. The Vendors have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- iii. There are no encumbrances upon the said Land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat/Apartment.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors and the Promoter have/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 Flat/Apartment and common areas.

- vi. The Vendors and the Promoter have the right to enter into this Agreement and have 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 Vendors and Promoter have/has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Vendors and Promoter confirms that they are not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Flat/Apartment to the Allottee and the common areas to the Association of the Allottees.
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- xi. The Vendors and Promoter have/has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities.
- xii. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received by or served upon the Vendors in respect of the said Land and/or the Project.
- xiii. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- i. Promoter fails to provide ready to move in possession of the Flat/Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the flat/apartment shall be in a habitable condition which is complete in all respects.

- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his/her/their/its 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 is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the flat/apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat/Apartment.

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

- i. In case the Allottee fails to make payments for 02 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the flat/apartment in favour of the Allottee and refund the amount money paid to him/her/them/it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT/APARTMENT

The Promoter, on receipt of complete amount of the Price of the Flat/Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the

occupancy certificate or completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and as amended thereto including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/FLAT/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 of Allottees. The cost of such maintenance has been included in the Total Price of the Flat/Apartment. For the said purpose, an advance maintenance fund shall be payable by the Allottee to the Promoter.

COMMON AREAS AND FACILITIES:

- A. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation and the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.
- B. The Allottees/ Flat owners are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the flat/apartment to the Allottee or date of registration of the said flat/apartment (whichever is earlier) and also to comply with the rules and bye-laws of the Association always.
- C. **Interim Maintenance Period:** During the interim maintenance period (i.e., the period prior to formation of the Association and handing over of maintenance of common areas and facilities of the Project, the Promoter or its authorized agent acting for and, on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each Allottee at the time of purchase of the flat/apartment in the Project. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the flat/apartment to the Allottee or from the date of registration of the said flat/apartment (whichever is earlier).
- D. The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common electrical installations, DG sets, solar panels (if any), landscaping, driveways,

parking areas, lobbies, and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

E. The rules/bye laws to regulate the use and maintenance of the common areas and facilities of the Project by the Allottees, shall during the interim maintenance period be framed by the Promoter, with such restrictions as may be necessary for proper maintenance and such rules/bye-laws may be amended from time to time; PROVIDED that such amendments shall not in any manner whatsoever change/ alter/ disturb the aesthetics, design, etc. of the Project.

F. **Air Conditioning:** The Flats have been designed with suitable provision for keeping outdoor units of the air-conditioner system and also the route to take refrigerant piping, which the Allottees shall have to strictly follow while installing their air-conditioner units. No puncturing of window/ wall to install the air-conditioner units shall be permitted outside the allotted space.

G. **Façade/ Outside Wall:** The Allottees shall at no time be allowed to make or attempt to make any alteration/change/addition to the flat and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Promoter.

H. **Maintenance Fund:** Each Allottee shall make a payment of the advance maintenance fund (i.e., an amount equivalent to 24 (twenty-four) months' maintenance charges) at the time of purchasing a flat/apartment in the Project (which is included in the total amount payable by each Allottee under this agreement. The Promoter reserves the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time Association is formed. At the time of handover of the maintenance services to such Association by the Promoter, the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

I. **Default in payment of applicable charges related to common facilities:** Failure to pay applicable charges for enjoyment of some common areas and facilities in the Project by the Allottees within due dates, may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services for such Allottees and shall also make such Allottees liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

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

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

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

14. RIGHT TO ENTER THE FLAT/APARTMENT FOR REPAIRS

The Promoter/ maintenance agency /association of Allottees shall have the right to unrestricted access of all Common Areas, all parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ association of Allottees and/or maintenance agency to enter into the flat/apartment and/or Complex 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 open space on Ground Floor and Service Areas: The open space on Ground Floor and service areas, if any, as located within the **PRM PRESTIGE**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the open space on Ground Floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/APARTMENT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely

responsible to maintain the Flat/Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat/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 Flat/Apartment and keep the Flat/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat/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 Flat/Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project as 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 A CHARGE

After the Promoter executes this agreement, it shall not mortgage or create a charge on the flat/apartment, which is a subject matter of this agreement, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage

or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat/Apartment.

20. APARTMENT OWNERSHIP 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**. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in project, the same shall be the proportion which the carpet area of the flat bears to the total carpet area of all the flats in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor and Promoter through its authorized signatories at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in A.D.S.R. Malda/ D.S.R., Malda/Registrar of Assurance, at 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Malda.

30. NOTICES

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

Allottee Name:

Son of _____

District- _____

Email:

Promoter Name:

PRM REAL ESTATE PRIVATE LIMITED

Address: 4th Floor, Jeevandeep Building, 4th Mile, Salugara, Sevoke Road, Siliguri-734008,

P.O. Salugara, P.S. Bhaktinagar, District–Jalpaiguri.

Email: prembegraj@gmail.com

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[The additional terms and conditions as per the contractual understanding between the parties, however, ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

34. Future Phases Association: All the allottees of the proposed future phases of the project on the Said Land shall form their respective phase wise association upon completion of each of such phases in accordance with the provisions of the Act and/or any other applicable local law (**Future Phases Association**). Upon formation of **Future Phases Association of**, such Future Phase Association shall share (proportionately and/or wholly, as the case may be) all the common areas, facilities and amenities of the entire project namely "**PRM PARADISE**" by becoming owners of their respective common areas and/or by allowing and/or granting rights of user and enjoyment in common in respect of their respective common areas to each other and/or to the occupants of the entire project namely PRM Paradise and if permitted under the relevant laws shall form and/or constitute a "Federation"/ one single association of the owners association of Phases and also all Future Phases Association.

All costs and expenses towards maintenance of all the phases shall be borne and paid (after realizing all such expenses from the allottees of units/flats within the project PRM Paradise) by the newly formed association and/or the Future Phases Association and/or the Federation/one single association, as the case may be.

34.1 In relation to clause/para 7.5 of this agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Vendors and the Promoter shall be exercised if on the date when the Allottee so expresses his/her intent to cancel this agreement, the total price then prevailing for transfer of an Apartment in the project is not less than the Total Price 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. It is further clarified that in the case of any such cancellation having been accepted by the Promoter. The Promoter herein, will, in addition to forfeiture of the booking amount and shall also be liable to pay all interest liabilities of the Allottee for delay in scheduled

payments by the Allottee to the Promoter which would accrue to be payable to the Promoter by the Allottee for delay of the Allottee in such payment till the date of cancellation. In addition, thereto the Allottee will also be liable to pay the stipulated charges on account of dishonour of cheque(s), if any, and also all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges.

34.2 After adjustment of amounts as mentioned in 34.2 above, the Balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in clause/para 7.5 and /para 34.2 shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions 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.

34.3 In respect of clause/para 9.3 of the Agreement, the Allottee expressly acknowledges and understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in terms of this Agreement by the Vendor and/or the Promoter or the Allottee, as the case may be, The Vendor and/or the Promoter shall be at liberty to execute, present for registration and register bilaterally/unilaterally a deed of cancellation as the case maybe, and the allottee shall cease to have any right, title, interest whatsoever in the apartment or the project or the common areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

34.4 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show / model residential Apartment exhibited at the site, if any, only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model Apartment 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 Apartment and the Allottee shall not be entitled to raise any claim for such variation.

34.5 Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage,

security, charge or other encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

- 34.6 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement 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.
- 34.7 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project. The Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- 34.8 In case the WDSCL fails and/or delay in providing individual electricity meter to the Allottees of the Apartments of the said Project and/or provide HT connection to the said Project, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency on the basis of electricity consumption recorded in the Electricity Sub-Meter to be provided to the Allottee by the Promoter or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

34.9 The Promoter will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

34.10 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartment Owners or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building/ phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

SCHEDULE 'A'
(SAID LAND)

All that piece or parcel of homestead land measuring 213.1945 Decimal equivalent to 128.98 Katha, more or less, appertaining to and forming part of L.R. Plot Nos. 134, 138, 148 and 149, recorded in L.R. Khatian Nos. 1562, 2235, 2238, 2244, 2246, 2253, 2944, 2947, 2955, 2982, 2983 and 2984 of Mouza Nityanandapur, J.L. No. 112, Police Station Malda, within the District of Malda. Plot wise detail of the land are as follows:-

L.R. PLOT NOS.	L.R. KHATIAN NOS.	AREA (Dec.)
134	2235, 2244, 2246, 2253, 2982, 2983 & 2984	70.505
138	1562, 2238, 2244, 2246, 2253, 2982, 2983 & 2984	65.00
148	2982, 2983 & 2984	0.70
149	2238, 2244, 2246, 2253, 2944, 2947, 2955, 2982, 2983 & 2984	76.9895
Total		213.1945

The Said Land is butted and bounded are as follows:-

NORTH : By 40 feet wide Common Road and L.R. Plot Nos. 149 (Part) & 134 (Part).

EAST : By L.R. Plot Nos.136 & 139.

SOUTH : By L.R. Plot Nos.138 (Part), 145, 146, 134 (Part), 149 (Part) & 148 (Part).

WEST : By L.R. Plot Nos. 149 (Part) & 148 (Part).

SCHEDULE 'B'
SAID FLAT/APARTMENT AND APPURTENANCES

A residential flat premises having _____ flooring, admeasuring _____ Sq. Ft. of Carpet Area, _____ Sq. Ft. of Built up Area and _____ Sq. Ft. of Super Built-up Area, in Block/Cluster _____ Wing _____, Floor _____, Flat No. _____ (Type: _____BHK/ _____ Toilet) together with _____ (_____) Medium size four-wheeler _____ parking space, being Parking No. _____ situated in _____ of the Complex named and designed as "PRM PARADISE", more fully shown in the Plan duly demarcated with "Red" colour therein together with undivided/unpartitionable proportionate right in the

Schedule "A" land on which the flat stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
PAYMENT PLAN PAYABLE BY THE ALLOTTEE TO THE PROMOTER

<u>PAYMENT SCHEDULE</u>			
1	Booking Amount	3BHK	Rs. 4,00,000/-
		3.5 BHK	Rs. 4,50,000/-
		4 BHK	Rs. 5,00,000/-
2	1st Installment	Within 30 Days	10% of Total Price less Booking Amount
3	2nd Installment	Completion of Basement Casting	10% of Total Price
4	3rd Installment	Completion of Ground Floor Casting	10% of Total Price
5	4th Installment	Completion of 1 st Floor Roof Casting	10% of Total Price
6	5th Installment	Completion of 3 rd Floor Roof Casting	10% of Total Price
7	6th Installment	Completion of 5 th Floor Roof Casting	10% of Total Price
8	7th Installment	Completion of 7 th Floor Roof Casting	10% of Total Price
9	8th Installment	Completion of 8 th Floor Roof Casting	5% of Total Price
10	9th Installment	Completion of 9 th Floor Roof Casting	5% of Total Price

11	10 th Installment	Completion of 10 th Floor Roof Casting	5% of Total Price
12	11 th Installment	On Completion of Brick Work	5% of Total Price
13	12 th Installment	On Completion of Plaster Work	5% of Total Price
14	13 th Installment	On Completion of Tiles Work	5% of Total Price
15	14 th Installment	Full and Final Payment at the time of Possession	Balance of Total Price

And in addition to the aforesaid consideration the Allottee/s shall be also liable to pay the below mentioned charges and cost along with GST as such rates as applicable.

<u>Disclosure</u>		
1	Maintenance Charge	Rs.2/- per Sq. Ft. for 24 Months (one time)
2	Infrastructure Cost	Rs.100/- per Sq. Ft.
3	Documentation Charge	Rs. 10,000/- (one Time)
5	Highrise Charges	From 5 th floor onwards between Rs.25/- to 100/- per Sq. Ft.

SCHEDULE 'D'
SPECIFICATIONS OF THE FLAT AND APPURTENANCES

SUPER STRUCTURE

- Earthquake-resistant reinforced cement concrete shear wall structure with AAC block masonry walls

LIVING, DINING AND BEDROOMS

- 600 x 1200 Vitrified tiles.

KITCHEN

- High abrasion resistance tiles (Bare kitchen shell to be provided and option for modular kitchen shall be made available at additional cost).

TOILET & BATHROOM

- Wall 600 x 300 Ceramic tiles
- Floor Matching tiles

SANITARY FIXTURES

- Jaquar or equivalent

PIPES & FITTINGS

- UPVC & CPVC fittings of Ashirwad, Astral or equivalent make

BALCONY RAILING

- MS Railing

DOOR & DOOR-FRAME

- Frame: Engineered wood
- Entry Main door shutter: solid core flush door / Engineered door with both side veneer finish and SS hardware fittings,
- Other doors shutters: Solid core flush door / Engineered door without finish and SS hardware fittings.
- Pre-laminated Flush Door with engineered wood frame and SS Hardware

WINDOW

- Powder coated Aluminium System windows with glass panes.
- Internal finishes: White putty
- External finishes: Weatherproof external paint.

INTERNAL WALL FINISH

- Putty finish

EXTERNAL WALL FINISH

- Weatherproof exterior paint

ELECTRICAL

- Concealed wiring & modular switches with provision for VRF units
- Concealed copper wiring and modular switches
- Provision for air conditioning: Suitable electrical wiring and drainage outlet for provision of VRF units.

LIFT LOBBY

- 2x2 Vitrified Tile

MAIN LOBBY

- Italian marble

STAIRCASE:

- Kadapa stone

SECURITY

- CCTV surveillance system.

WATER

- Water treatment plant (Iron eliminator)

SCHEDULE – E
COMMON FACILITIES AND AMENITIES

OUTDOOR AMENITIES

Jogging Track (Ground Floor), Kids Play Area, Multipurpose Court, Swimming Pool, Open Yoga Deck.

INDOOR AMENITIES

Banquet Hall, Gymnasium, Sitting Lounge, Society Office, Club House.

ROOFTOP AMENITIES

Acupressure Walkway, Games at Terrace, Rooftop Party Area, Terrace Garden, Star Gazing Area.

SCHEDULE ‘F’
COMMON EXPENSES

1.	Association	:	Establishment and all other operational expenses of the Association.
2.	Utilities	:	All charges and deposits for supplies of common utilities.
3.	Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.
4.	Fire fighting	:	Costs of operating the fire-fighting equipments and personnel, if any.

5.	Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any flat) walls of the new building.
6.	Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including, their licence fees, taxes and other levies (if any) and the lights of the Common Portions.
7.	Rates and taxes	:	Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.
8.	Reserves	:	Creation of fund for replacement, renovation and other period expenses.
9.	Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
10	Common Amenities & Facilities	:	Costs for operating and maintaining all common amenities and facilities at PRM PRESTIGE.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE: (including joint buyers)

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

VENDORS:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1) Signature: _____

Name: _____

Address: _____

2) Signature: _____

Name: _____

Address: _____

MEMO OF CONSIDERATION

<p>RECEIVED from the within named ALLOTTEE(S) by the within named PROMOTER the said sum of Rs. _____/- (RUPEES _____ _____ _____only) through A/C PAYEE CHEQUE/ DEMAND DRAFT/ NEFT/ RTGS/ ONLINE PAYMENT dated _____ in favour of “_____” payable at Siliguri, as the advance booking amount in respect of this AGREEMENT FOR SALE as per the terms and conditions laid herein.</p>	<p>RS. _____/- (RUPEES _____ _____ ONLY)</p>
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