

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this the --- day of ----, 20---

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAIW0019K) a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, District: Kolkata, Police Station: Taltola, Post Office: Taltola, Kolkata-700014, West Bengal, India, (represented by its **Constituted Attorney**, **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED** vide a registered Power of Attorney, dated 8th September, 2020, being no. 3379 for the year 2020, registered in Book No. I, Volume No. 1901 to 2020, Page No. 231870 to 231898 in the office of ARA-I, Kolkata, a Joint Sector Company, incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Tangra, Kolkata-700046, West Bengal, India, (BAHDL)) through its **Authorized Signatory**, _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of Mr. Harendra Kishore Pandey, authorized vide Board Resolution dated _____ (hereinafter referred to as the "**OWNER**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND

Bengal Ambuja Housing Development Limited

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Rakesh Dey
Authorized Signatory

BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED (PAN: AABCBO977F), a Joint Sector Company incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Tangra, Kolkata-700046, West Bengal, India, (BAHDL) through its Authorized Signatory, _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of Mr. Harendra Kishore Pandey, authorized vide Board Resolution dated _____ (hereinafter referred to as the "**PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assignees).

AND

[If the Allottee is an Individual]

(1) Mr./Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____
 District: _____, Police Station: _____
 Post Office: _____, PIN- _____, and (2) Mr./Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____
 District: _____, Police Station: _____
 Post Office: _____, PIN- _____, hereinafter referred to as 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).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee executes by appointing a Power of Attorney Holder]

(1) Mr./Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____
 District: _____, Police Station: _____
 Post Office: _____, PIN- _____, and (2) Mr./Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son/wife/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____
 District: _____, Police Station: _____

Post Office: _____, PIN- _____, represented by his/her/their Constituted Attorney, Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as 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).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee is a Company]

_____, (PAN: _____), a Company incorporated under the Indian Companies Act, 1956 and as amended from time to time and having its registered office at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, represented by its Director / Authorized Signatory Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee is a Company and executes by appointing a Power of Attorney Holder]

_____, (PAN: _____), a Company incorporated under the Indian Companies Act, 1956 and as amended from time to time and having its registered office at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, represented by its Constituted Attorney Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____

_____ hereinafter referred to as the "ALLOTTEE" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/their/its heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a Partnership Firm]

_____, (PAN: _____), a Partnership Firm within the meaning of the Partnership Act 1932, having its place of business at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, represented by its Managing Partner(s) namely (1) Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, and (2) Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a Proprietorship Firm]

Mr. _____ / Ms. _____, (PAN: _____), (AADHAAR No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, running his / her business as a sole proprietor under the name and style of "_____", and having its office at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a HUF]

Mr./Ms. _____ (HUF), (PAN: _____), having its address at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, represented by its KARTA namely Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

- A. (i) The Owner is the absolute and lawful owner of the Land, measuring 5 acres, be the same a little more or less, pertaining to Plot No. II/F/13 in Action Area-IIA, of New Town, Kolkata, corresponding to R.S. Dag Nos. as detailed below in Mouza: Chakpachuria, J.L.No.33, Police Station: New Town (formerly Rajarhat), Post Office: New Town, District: North 24 Parganas, PIN: 700160 (hereinafter referred to as "the TOTAL LAND"):

Plot No.	Specific Portion	Area (Acre)
11	Part	0.01
12	Part	0.18
13	Part	0.66
14	Part	0.42
15	Part	0.82
16	Part	0.69
17	Part	0.69
18	Part	0.52
19	Part	0.14
20	Part	0.009
37	Part	0.001
38	Part	0.04
39	Part	0.03
40	Part	0.55
1194	Part	0.07

1065	Part	0.22
--	Total	5

- (ii) The Total Land was acquired by the Owner vide two notifications, being Notification No.306-H1/HG/NTP-2L-9/99 (Pt), dated 28th May, 2009 and Notification No. 974-H1/HG/NTP/2L-9/99(Pt.-II), dated 8th December, 2015 both issued by Govt. of West Bengal under Section 29(1) of the West Bengal Housing Board Act, 1972 for a piece and parcel of land measuring 4.78 acres 0.22 acres respectively.
- (iii) The Owner entered into a Development Agreement dated 16th June, 2009, (hereinafter referred to as the "**FIRST AGREEMENT**") with the Promoter for developing and constructing a Building Complex on the Total Land for the consideration and subject to the terms and conditions contained therein. Further, by an Agreement dated 7th October, 2015 (hereafter referred to as the "**SECOND AGREEMENT**"), the First Agreement was amended by changing the purpose of development of the Complex from "**Housing/Allied Purpose**" to "**IT Infrastructure and Allied Housing Purpose**" and was provided further that the Company (Promoter herein) shall complete the proposed building complex fully within 4 years from 7th October, 2015. Thereafter, by an Amendment Agreement dated 8th September, 2020 registered as Deed No.190102987 in Book No. 1, Vol No. 1901-2020, pages 147235-147262 for the year 2020 in the Office of ARA-I, Kolkata (hereafter referred to as the "**THIRD AGREEMENT**"), the First Agreement and the Second Agreement were amended whereby the Promoter undertook and declared to construct at least 126 LIG/ MIG category flats on a portion of land situated at nearby Ghuni in Mouza Sulangari (JL No. 22), P.S. Rajarhat, Dist.-North 24 Parganas as described in the Schedule therein to compensate the HIG Units to be constructed in the residential project and was further provided that the validity of the First Agreement is being extended for 5 years with effect from the date of execution of the Third Agreement. All the three (3) agreements hereinabove mentioned shall collectively be referred to as the "**DEVELOPMENT AGREEMENTS**".
- (iv) In pursuance of the Development Agreements, the Owner through the Promoter caused sanction of a single integrated building plan, proposing development and construction of a building complex for "**IT Infrastructure and Allied Housing Purpose**" on the Total Land by New Town Kolkata Development Authority ("**NKDA**") as a composite plan for Mixed Use Development by their letters, dated 2nd August, 2016 (bearing Building PIN. RIIF0001320160722) and 4th October, 2016 (being Memo No.5590/NKDA/Admin (BPS)-415/2013);
- (v) The Owner through the Promoter, on 21-04-2021, has obtained from NKDA the latest/final layout plan and approvals for the Complex comprising the Project and also for the Unit(s)/ building(s)/tower(s), as the case may be. The Owner and the Promoter agree and undertake that it shall not make any changes to the layout plans of the Project except in strict compliance with Section 14 of the Act (defined below) and other laws as applicable;
- (vi) The Promoter is developing a building complex on the Total Land, which building complex is christened as "**Ecospace Towers**", to be used for IT Infrastructure and Allied Housing Purpose (hereinafter referred to as "**Complex**").
- (vii) The Complex is being developed in 2(two) distinct and earmarked phases, i.e., "**Residential Phase**" and the "**Office Phase**".

- (viii) The Residential Phase christened as "**Ecospace Residencia**" comprising of two buildings/ towers altogether having 126 number of residential units is being developed on a demarcated piece of land, measuring 1.828 acres (7,397.83 sq. mts. approx.) and the Office Phase is being developed on 3.1696 acres (12,827.1 sq. mts. approx.), of the Total Land. The Residential Phase and the Office Phase are depicted in colour **BLUE** and **RED** border respectively on the Map/Plan annexed hereto and marked as **Annexure-I**.
- (ix) The Office Phase being developed on a demarcated portion of Total Land, measuring 3.1696 acres (12,827.1 sq. mts. approx.) and hereinafter referred to as the ("**Office Phase Land/Said Land**") is described in **Part "I"** of **Schedule "A"**, herein below and depicted in **RED** border on the Map/Plan annexed hereto and marked as **Annexure-I**.
- (x) The Office Phase christened as "**Ecospace Business Towers**" comprises of three buildings/towers with a common basement and three layers of podium connecting the buildings/towers at 1st, 2nd & 3rd floor of all the buildings/tower and shall be treated as a separated real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (Act). This Agreement for Sale is in respect of the Office Phase (to be used for IT & ITeS purposes or such other use/purpose as may be permitted by concerned authority(ies)).
- (xi) The Office Phase along with necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees thereof ("**Project Common Areas**" more particularly described in **Schedule "D"**) shall hereinafter be referred to as the "**Project**".
- (xii) The allottees of the Residential Phase will have perpetual, irrevocable, unhindered, unrestricted and non-exclusive right- of- way through the western lane of the entry drive-ways connecting the Complex with the 90-meter-wide Main Arterial Road (MAR) on which the Complex is situated. The exit lane/drive way situated within the Office Phase and leading to the MAR will also be used by the allottees of the Residential Phase in case of an emergency, which use, as and when the situation arises, will never be obstructed by the allottees of the Office Phase. One set of keys of the gate installed, if any, on the exit lane/drive way will be available with the Promoter of the Residential Phase/the Association of the allottees of the Residential Phase, as the case may be. The Owner/Promoter/ allottees/association (if any) of the allottees of Office Phase will never obstruct/ deprive of this right-of- way of the allottees of the Residential Phase due to any reason whatsoever, save and except, at the time of repair and maintenance of the same. The expenses for maintenance and repair of this right-of-way/lanes/drive-ways will always be paid by the allottees of Office Phase either directly or through the maintenance agency or the Promoter, as the case may be, who is responsible for maintenance of the common areas and facilities of the Office Phase. This lane/drive-way/right- of- way with entry and emergency exit points is shown in colour **BROWN** on the map/plan annexed hereto and marked as **Annexure- I**.

- B. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which the Project is being constructed have been completed;

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- C. The NKDA has granted the Building Permit to develop the Project vide their approval dated **02.08.2016** bearing Building PIN. RIIF0001320160722;
- D. The NKDA has issued the commencement certificate to develop the Project vide approval dated **08-11-2021**;
- E. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at Kolkata on [_____] under Registration No. [_____];

Or,

The Promoter will register the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at Kolkata;

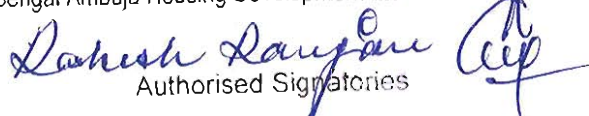
- F. The Allottee had applied for a Unit in the Project vide Application No. [_____] dated [_____] and has been allotted Unit No. [_____] having Carpet Area of [_____] Square metre ([_____] Square Feet) (corresponding super built-up area of [_____] Square metre ([_____] Square Feet) more or less, on ____ Floor in Tower/Building- 5A/5B,/5C, along with [_____] nos. of Covered Car Parking Space, measuring ____ Square metre ([_____] Square Feet) each be the same a little more less, [_____] nos. of Covered LCV Parking Space, measuring ____ Square metre ([_____] Square Feet) each be the same a little more less, [_____] nos. of Open Car Parking Space, measuring ____ Square metre ([_____] Square Feet) each be the same a little more less **and** [_____] nos. of Open Bus Parking Space, measuring ____ Square metre ([_____] Square Feet) each be the same a little more less, (at location(s) which may be identified later) as permissible under the applicable law **TOGETHER WITH** exclusive right to use the adjacent terrace area having area of ____ Square metre ([_____] Square Feet) more or less, designated and earmarked in **GREEN** border on the map/plan annexed and marked as **Annexure- II AND** pro rata undivided, impartible and variable share in the common areas of the Project ("**Project Common Areas**") as defined under clause (n) of Section 2 of the Act and more fully described in **Schedule "D"** hereto. (hereinafter referred to as the "**UNIT**", more particularly described in **Part-II of Schedule "A"** and the floor plan of the Unit depicted in **RED** border is annexed hereto as **Annexure- II** as referred to in **Schedule "B"** hereto);

The Allottee hereby agrees with the Promoter that the Project Common Areas dedicated in the Project shall be used exclusively by the allottees in the Project along with the Promoter for the unallotted Units therein.

In accordance with provisions of the West Bengal Apartment Ownership Act, 1972, if applicable, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as the "**LIMITED COMMON AREAS & FACILITIES**".

- G. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein and on or before execution of this Agreement, the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- (i) the floor plan, area and other dimensions and specifications of the Unit;

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- (ii) the layout plan and sanctioned plan of the Project and the Building; and
- (iii) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed; and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner and the Promoter hereby agree to sell, in the manner mentioned below, and the Allottee hereby agrees to purchase the Unit and the parking space as specified in Para F.
- K. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Promoter in respect of the Said Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Complex and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

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 Owner agrees to sell to the Allottee, the Promoter hereby confirms such sale, and the Allottee hereby agrees to purchase, the Unit as specified in Para F;
- 1.2 The Total Price for the Unit based on the Carpet Area is Rs. [_____/ -] [Indian Rupees _____ only] ("**TOTAL PRICE**"). The break- up and description of which are as provided herein below:

TOTAL PRICE	
Part I (Consideration)	
Unit No.	[•]
Particulars	Amount (Rs.)
Unit Price	[•]

Covered/ Open Parking Space (LCV/BUS/Car)	[•]
	[•]
Part II (Other Charges & Deposits)	
Maintenance Corpus Fund	[•]
Maintenance Security Deposits	[•]
Documentation Charge	[•]
Diesel Generator Installation Charges	[•]
Bulk Electricity Charges	[•]
Total	[•]
Taxes	[•]
Grand Total (Part-I + Part-II+ Taxes)	[•]

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, CGST 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 Unit:
- Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Unit includes (1) pro-rata share in the Project Common Areas and (2) parking space as specified in Para -F and .recovery of price of land, construction of not only the Unit but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with POP, flooring, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project as per the Schedule "E" and Schedule "F" hereto.

- 1.3 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

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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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C"** (hereinafter referred to as the "**PAYMENT PLAN**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanction plans, layout plans, and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule "E"** and **Schedule "F"** in respect of the Unit 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 alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to the 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.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided, indivisible and variable proportionate share in the Project Common Areas. Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Project 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 Project 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 the undivided proportionate title in the Project Common Areas to the association of the allottee(s) as provided in the Act.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Unit but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project as provided in **Schedule "E"** and **Schedule "F"** hereto;

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Space as specified in Para -F 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 on which the Project is being developed 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 Common Areas shall be available only for use and enjoyment of the allottees of the Project together with the Promoter for the unallotted units.

1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely **ECOSPACE BUSINESS TOWERS**, 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.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 all allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor, by such authority or person.

1.12 The Allottee has paid a sum of Rs. [] (Rupees _____ only) as booking amount being part payment towards the Total Price of the Unit 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 Unit as prescribed in the Payment Plan mentioned in **Schedule "C"** 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 of the Act.

2. **MODE OF PAYMENT:**

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

3.2 The Promoter and the Owner accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter and the Owner 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 and the Owner shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPORTION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and towards handing over the Unit to the Allottee

and the Project Common Areas to the Association, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project. Similarly, the Allottee shall make timely payment of installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule "C"** ("**Payment Plan**")

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [**annexed along with this Agreement**] which has been approved by the Competent Authority, as represented by the 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 NKDA and shall not have an option to make any variation/alteration/modification in the plans of Project, 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 UNIT:

7.1 Schedule for possession of the Unit: The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee is the essence of the Agreement. The Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Unit of Tower/Building 5A by or before 31. 12. 2025, for Tower/Building 5B by or before 30.06.2026 and for Tower/Building 5C by or before 31.12.2026, unless there is delay or failure due to war, flood, draught, 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 Unit.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the 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 allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter, upon obtaining the Completion Certificate/ Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Unit 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 Unit 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, agrees to pay the maintenance charges as determined by the Promoter/ association of the Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take possession of Unit:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit 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 Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable as specified in para 7.2.

7.4 **Possession by the Allottee:** After obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Project Common Areas, to the association of the allottee(s) 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 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, all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonor of cheque(s) and 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 G.S.T. payable on such Cancellation Charges. 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.

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 cancellation only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Unit 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 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.

7.6 **Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, in the manner as provided under the Act and the

claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules of the Act within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules of the Act for every month of delay, till the handing over of the possession of the Unit.

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.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE PROMOTER:

The Owner and the Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Total Land; the Promoter has requisite rights to carry out development upon the Said Land and absolute, actual physical and legal possession of the Said Land for developing the Project;
- (ii) The Owner and the Promoter have 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, except mortgage and hypothecation created for obtaining financial assistance for the development of Project. Further, encumbrances by way of mortgage or hypothecation in respect of the Said Land may be created in future for obtaining financial assistance for the development of the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Tower/ Building and the Unit and the Project Common Areas;

Bengal Ambuja Housing Development Limited



Authorized Signatory

- (vi) The Promoter and the Owner 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) Other than the Development Agreements referred to herein above, the Owner and the Promoter have 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said Unit 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 Unit to the Allottee;
- (x) The Said 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 Said Land;
- (xi) The Owner and the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority;
- (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 Owner and the Promoter in respect of the Said Land and/or the Project;
- (xiii) The Project Land/Said Land 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) The Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in para 7.1. For the purpose of this para, 'ready to move in possession' shall mean that the Unit 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 its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:
- (i) Stop making further payments to the 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 this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

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

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 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 as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE UNIT:**

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

11. **MAINTENANCE OF THE TOWER /UNIT /PROJECT:**

- (a) **Maintenance & Maintenance Charge:** The Promoter shall be responsible to provide and maintain essential services of the Project. So long as the Promoter or its nominated agency (ies) continue to maintain and manage the Project Common Areas & Facilities (collectively referred to as the "Common Area Maintenance"), the

Rules/ Bye Laws to regulate the Common Areas Maintenance will be framed by the Promoter or its nominated agency (ies).

- (b) Unless otherwise agreed/offered by the Promoter, the liability to pay maintenance charges will commence on and from the deemed date of possession of the Unit. The present maintenance charge (calculated on a reasonable basis considering all the inputs including but not limited to current electricity tariff, diesel rate, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also a reasonable return on the efforts made by the Promoter to render these common services and facilities) is @ Rs. 10.50/- (Rupees ten and fifty paisa) per sq.ft. of the Carpet Area [Rs. 7/- (Rupees seven) per sq ft on the Super Built Up Area) of the Unit (**Common Area Maintenance Charge**).
- (c) The Common Areas Maintenance Charges shall be increased on account of any increase in power tariff, diesel rates, wage enhancement, AMCs, plant and machinery expenses or any other input/s of maintenance activities carried out by the Promoter or it's nominated agency(ies), as the case may be. The Common Areas Maintenance Charge, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase.
- (d) These Rules and Bye Laws will always be framed, subject to the restriction such as the Units have been designed for VRV Air Conditioning System and will be provided in the Unit. It is further clarified that from the deemed date of possession of the Unit the cost of maintenance, replacement and repair of the VRV unit(s) shall be paid by the respective allottee(s) for its/his/her own unit(s). The Out Door Unit ("ODU") will be placed at the roof top and the In-Door Unit ("IDU") will be fixed at a specific location inside the Unit. The necessary piping (copper piping, control cable, vertical drain line) and the designated location will not be changed by the Allottee. Inside the Unit, necessary ducting with grill fixing from IDU user canvas/ plenum will be done by the Allottee without changing the position of piping system and the ODU. However, if required, the Allottee may change the location of IDU if required to be done due to interior decoration of his Unit but subject always to the prior approval of Facility Management Team/ Agency. No puncturing of window/ wall to install A.C units will be permitted.
- (e) If the Allottee fails to pay the dues/outstanding amounts or any part/portion thereof as mentioned in the Possession Notice within the Deemed Date of Possession mentioned therein **AND/OR** if the Allottee does not take over the possession of the Unit even after making the payment of the said dues/outstanding amounts as mentioned in the Possession Notice within the Deemed Date of Possession, in such event the Allottee shall be liable to pay Maintenance Charges at the rate it is demanded by the Promoter or it's nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Unit, the Common Areas from the Deemed Date of Possession as mentioned in the Possession Notice.
- (f) **Maintenance Security Deposit:** The Allottee, on or before possession, shall deposit an interest free amount of Rs. _____/- (Rupees _____ only) as maintenance security deposit in respect of the Unit ("**Maintenance Security Deposit**") which amount will be a part of the Total Price of the Unit hereto. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee.

(g) **Maintenance Corpus/Sinking Fund:** The Allottee shall pay an amount of Rs. _____ (Rupees _____ only) as maintenance corpus/sinking fund of the Unit towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving/catering to entire Office Phase), Lift(s), Transformer(s), DG Set(s) and Façade and super structure of the Project ("**Maintenance Corpus/Sinking Fund**"). If the amount required for such major repairs and replacement as afore stated falls short, then, the Allottee will be required to pay the additional amount as demanded by the Promoter or Its nominated agency(ies), as the case may be. The Allottee will be required to replenish their contribution towards Maintenance Corpus Fund on receipt of intimation of such utilization from time to time. The amount of Maintenance Corpus/Sinking Fund payable by the Allottee is included in the Total Price hereto. The interest accrued from the Maintenance Corpus/Sinking Fund shall be credited to the Maintenance Corpus/Sinking Fund. If the monies lying in the Maintenance Corpus/Sinking Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/replacements of equipments, the Promoter or its nominated agency(ies), as the case may be, will be entitled to recover additional money from the allottee(s) to meet the deficiency.

(h) **Electricity Supply/ DG Back-Up:** In case WBSEDCL/any other electricity supply agency decides not to provide individual meters to the allottees and make provision for a High- Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees upon payment by them of the proportionate Security Deposit payable to WBSEDCL/ any other electricity supply agency for such connection. The amount of one- time charges paid for installation of electricity in the Project (**Bulk Electricity Charges**) payable by the Allottee on or before possession is part of Total Price. The Bulk Electricity Charges comprises of *inter-alia* the amount of electricity security deposit paid by the Promoter to the electric supply agency for getting electric supply connection to the Project. The electricity security deposit would be subject to revision and replenishment as may be so decided by WBSEDCL/ any other electricity supply agency from time to time and the allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL/ any other electricity supply agency, as per the norms of WBSEDCL/ any other 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.

Provision has been made for the installation of Diesel Generator ("**DG**") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every Unit. The charges for the allocated DG load will be payable by the Allottee on or before possession of their Unit ("**DG Installation Charges**") and is included in the Total Price. In case the Allottee requires additional DG power load in their Unit, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KVA@Rs. 30,000/- (Rupees thirty thousand only) per KVA. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter.

(i) **Telecom Connectivity:** The Promoter shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to

provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter.

- (j) **Documentation Charges:** The Allottee will be required to pay to the Promoter, the charges for documentation @ 1% (One Percent) of the price of the Unit and the price of exclusive right to use the Parking space(s). The Documentation Charges will be part of the Total Price.
- (k) **Default In Payment Of Usage Charges Of Common Areas & Facilities:** Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 15% per annum 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 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.

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 Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. RIGHT OF ALLOTTEE TO USE PROJECT COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:

The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Project 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/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 UNIT FOR REPAIRS:

The Promoter/maintenance agency shall have rights of unrestricted access of all Common Areas and Facilities, parking spaces as specified in Para -F for providing necessary

maintenance services and the Allottee agrees to permit the Promoter or the maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement and service areas, as located within the Project, 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of the allottee formed by the allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit 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/Tower, or the Unit, 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 addition to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Tower is not in any way damaged or jeopardized.

16.2 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 / façade of the Project or anywhere on the exterior of the Project therein or Project 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 Unit or place any heavy material in the common passages or staircase of the Project/Building/Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and/or maintenance agency appointed by the Promoter. 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 the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and the Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Owner & the Promoter undertake that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan has been approved by the competent authority and disclosed, except as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner & the Promoter execute this Agreement, they shall not mortgage or create a charge on the Unit 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 Unit.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal, i.e. West Bengal Apartment Ownership Act, 1972 (as amended from time to time). The Promoter has constructed the Project 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 do 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 and annexures 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 Registrar/Sub-Registrar or concerned A.R.A as and when intimated by the Promoter. If the Allottee 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 Sub-Registrar 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 (except the taxes which has been collected and already been deposited with the authorities) 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 Unit.

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 Allottee/s, in case of a transfer, the said obligations go along with the Unit 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 [Schedule "C"] 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.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and the 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 the Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units 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 Owner & the Promoter through their authorized signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Owner & the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the

concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

(A) _____ [name of the Allottee],

_____ [address of Allottee]

_____ [email of Allottee]

(B) M/s Bengal Ambuja Housing Development Limited
Office: Block-4B, Ground Floor
Ecospace Business Park
Action Area-IIA, New Town
Kolkata- 700160

It shall be 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 ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms 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 hereinafter agreed are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder.]

Bengal Ambuja Housing Development Limited


Authorized Signatory

34. TAXES:

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Unit is more than Rs.50 lakhs, then, and in such event, the Allottee of such Unit shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

35. ASSIGNMENT OF AGREEMENT TO SALE:

After 12 (twelve) months from the date of allotment, the Allottee may assign this agreement any time before the Notice of Possession of the Unit, subject to the following conditions;

- i) The profile of the assignee is accepted by the Promoter;
- ii) A assignment fee equivalent to 3% (Three percent) of the Total Consideration together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

36. SIGNAGE:

- a. It is agreed by the Allottee that the Promoter or Nominated Agency (ies), may, if required, engage the services of a professional agency to work out the entire scheme of signage of the Project including the signage scheme to guide visitors at the Project.
- b. It is agreed that the Allottee of the Unit will be at liberty to decorate the opening of their respective Unit as per their own branding requirements subject however, to signage guideline of the Promoter or Nominated Agency (ies), as the case may be.
- c. It is agreed that if the Unit has a window on the external façade of the building, then, for bringing natural light, the window will need to be retained even if it is not used.
- d. It is agreed by the Allottee that the right of user of all wall surfaces that are exposed to the Project Common Area /Limited Common Areas & Facilities (both external and internal) will be retained by the Promoter. This will include the boundary wall. The Signage in these areas, if any, will belong to the Promoter. If any Unit wishes to use any of the surfaces for their own branding, then, they need to take permission in writing from Promoter or Nominated Agency (ies), as the case may be and will need to pay the necessary charges as may be levied by the Promoter or Nominated Agency (ies), as the case may be, from time to time. The Promoter or Nominated Agency (ies), as the case may be, shall always have the right to provide such space for advertizing. Also, the Promoter or Nominated Agency (ies), as the case may be, may use these wall spaces for signage to guide visitors as well as to put up murals, painting, posters and such other decoration items etc. as may decided by the Promoter or Nominated

Agency (ies), as the case may be, to enhance the aesthetic quality of Project. All signage on the external façade of the building of the Project (save an except the windows/show windows specially allowed to any Unit/s) will belong to the Promoter, and the Promoter or Nominated Agency (ies), as the case may be, will have the sole right for allotment of space for signage, branding etc. in consultation with their architects/consultants.

37. Following terms are agreed by the allottee(s) with the Promoter:

- a. **Partial/Block-wise Completion of the Project:** In addition to what has been agreed in clause 7.1 above the Allottee understands that the entire Project Common Area and Facilities will be ready for use after completion of all the three (3) towers/ buildings in the Project. In case, the authority(ies) provides the partial/block wise completion certificate of the specific building/tower with partial completion of the Project Common Areas and Facilities, then and in that event, the Promoter will handover possession of the Unit to the Allottee. It is clarified that for the purpose of handing over possession, the partial/ block-wise completion certificate for a particular tower/block/building, if issued by the authorities, will be deemed as the completion certificate for the particular tower/ building/block.
- b. **Nomination of Nominated Agency:** The Promoter may nominate any person or persons for discharging its obligation and exercising for maintenances of Project (**Nominated Agency**).
- c. **Water Supply:** General water supply for common toilets and for other common purposes will form part of the common maintenance cost. The individual water requirement within the Unit shall be billed for water and other levies as and when made applicable by the concerned authorities and the allottee(s) if required, shall bear and pay the same.
- d. **Outbound Garbage:** The Allottee shall inform the Promoter or Nominated Agency (ies), as the case may be, the amount of outbound garbage, expected to be generated in the Unit enabling the Promoter or Nominated Agency (ies), as the case may be, to consult, if required, the local competent authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as may be specified by the Promoter or Nominated Agency (ies), as the case may be, at its sole discretion and the Allottee must ensure that outbound garbage shall be stored within limit of the Unit till the time of disposal. The Allottee shall not store the garbage and unused material in the Project Common Area/ Limited Common Areas & Facilities and/or in any other portions of the Project.
- e. **Delivery Vehicle:** The Allottee shall take prior permission from the Promoter or Nominated Agency (ies), as the case may be, for access of delivery vehicles in and around the Project. The Allottee shall ensure that all delivery vehicles in and around the Project shall be driven between permitted time schedule of the Promoter or Nominated Agency (ies), as the case may be, without causing inconvenience to the visitors of the Project.
- f. **Loading and Unloading:** To load and unload any goods in and around the Project, the Allottee shall give a copy of permit at least 3 (three) days in advance to the Promoter or Nominated Agency (ies), as the case may be. The parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case and such vehicles used for loading and unloading the goods, while entry and exit shall not exceed the driving limit by 20 (twenty) KMPH.
- g. **Events and Activities:** The Promoter or Nominated Agency (ies), as the case may be, may organize events, promotions etc. in the Ecospace Business Towers. In case the Allottee(s)

wants to use the Project Common Area /Limited Common Areas & Facilities for product launches, promotions, celebrity visits and such other activities, the Allottee shall take permission, assistances and support from the Promoter or Nominated Agency (ies), as the case may be, upon payment of such charges as may be levied by the Promoter or Nominated Agency (ies), as the case may be. However, such promotions on the part of the Allottee will be its own cost and expenses.

- h. **Fire Security:** The Promoter or the Nominated Agency (ies), as the case may be, shall at its own cost, provide suitable fire safety system at the high end of the Unit of the Allottee. However, the Allottee may, at its own cost and expenses will extend the fire safety system to low end in the Unit of the Allottee. The fire safety system shall not be tampered with in any manner. It is understood by the Allottee that the life of the fire safety system is limited, and, if, in future the fire safety system is found unserviceable and needs to be replaced by new system, then, the Allottee shall be liable to pay the costs and expenses for new system in the Unit of the Allottee.
- i. **Permission:** The Allottee must, at its own cost and expenses, obtain fire license, if required and all other applicable licenses and permission from the appropriate authorities, for using the Unit of the Allottee and must keep them up-to-date.
- j. **Installation of Antenna:** The Allottee shall not be entitled to install antennas, dish etc. anywhere in the Project /Ecospace Business Towers, without the prior written permission of the Promoter or the Nominated Agency (ies), as the case may be. The permission to install antenna, dish etc., may be granted from the Promoter or the Nominated Agency (ies), as the case may be, strictly as per statutory specification and/permission etc., then the Allottee shall be liable to pay such rentals as may be decided by the Promoter or the Nominated Agency (ies), as the case may be.
- k. **Common Lobbies, Passages and Aisles:** Allottee shall not be permitted to keep any their wares, goods, display materials, signboards or any article of any nature in the lobbies, passages, aisles or any place outside their respective Unit without permission of the Promoter or the Nominated Agency (ies), as the case may be, in writing.
- l. The Promoter shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose it may create equitable mortgage/charge of the Project /its construction in favour of one or more lenders/financial institution and for such mortgage/charge etc. act, the Allottee shall have no objection and the consent of the Allottee shall be deemed to have been granted for creation of such charge/mortgage during the construction/development of the Ecospace Business Towers. Notwithstanding the foregoing, the Promoter undertakes to get such charge/mortgage, if created, released in respect of the allotted Unit before execution of the Deed of Conveyance in favour of the Allottee.

38. Modification of the portion of the Sanctioned Plan dealing with the Office Phase: The Allottee has entered into this Agreement with the full knowledge that the development of the entire mixed-use Complex by the Promoter on the Total Land is proposed under one sanctioned plan duly approved by the New Town Kolkata Development Authority as a composite plan for Mixed Use Development by their letters, dated 2nd August, 2016 (bearing Building PIN. RIIF0001320160722) and 4th October, 2016 (being Memo No.5590/NKDA/ Admin (BPS)-415/2013) with last revision as on 21-04-2021. By entering into this Agreement, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Promoter (including any of its assignees or nominees) to make any and all changes modifications

alterations additions of the sanctioned plan of the Complex, its layout plan, specifications of the building(s) or the common areas dedicated to Ecospace Residencia and also the Project Common Areas to the end and intent that the Promoter shall be entitled to undertake to make any and all changes modifications alterations additions of the sanctioned plan, layout plan, specifications of the buildings or the common areas of the Complex without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Office Phase all documents required to get revised sanction of such changes, consent, approval or any affirmative action of any nature whatsoever.

SCHEDULE "A"

{Part "1"}

[Office Phase Land/Said Land]

ALL THAT piece and parcel of land measuring 3.1696 acres (12,827.1 sq. mts. approx.) being a portion of the Plot No. II/F/13 in Action Area-IIA, of New Town, Kolkata, corresponding to several R.S. Dag Nos. as detailed above in Mouza: Chakpachuria (Presently, Hidco(ii)-F), J.L.No.33, Police Station: New Town (formerly Rajarhat), Post Office: New Town, PIN- 700160, District: North 24 Parganas and within the municipal limits of Action Area IIA of New Town Kolkata Development Authority and depicted in RED border on the Map/Plan annexed hereto and marked as **Annexure-I** hereto and butted and bounded as follows:

- North :** Ecospace Residencia (Residential Blocks);
- West :** 6M Wide Utility Corridor & Bodhicariya School;
- South :** 90M Wide Arterial Road (N-S);
- East :** Plot No. II F/12.

{Part "1"}

[UNIT]

ALL THAT Office Space being Unit No. [] having Carpet Area of [] Square Meter ([] Square Feet) [corresponding Super built-up area of [] Square Meter ([] Square Feet)], more or less, on [] Floor, in Tower/Building 5A/5B/5C, along with [] nos. of Covered Car Parking Space, measuring [] Square Meter ([] Square Feet) each be the same a little more or less, [] nos. of Covered LCV Parking Space, measuring [] Square Meter ([] Square Feet) each be the same a little more or less, [] nos. of Open Car Parking Space, measuring [] Square Meter ([] Square Feet) each be the same a little more or less and [] nos. of Open Bus Parking Space, measuring [] Square Meter ([] Square Feet) each be the same a little more or less, (at location(s) which may be identified later) as permissible under the applicable law, **TOGETHER WITH** exclusive right to use the adjacent terrace, having area of [] Square metre ([] Square Feet) more or less, designated and earmarked in **GREEN** border on the map/plan annexed and marked as **Annexure- II AND** pro rata undivided, indivisible and variable share in the Project Common Areas (more particularly described in Schedule "D") and butted and bounded as follows:

East	:	
West	:	
North	:	
South	:	

SCHEDULE 'B'

[FLOOR PLAN OF THE UNIT]

ALL THAT the Office Space being Unit No. [] more fully and particularly described in Part "II" of Schedule "A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as Annexure- II hereto and duly bordered in colour RED.

SCHEDULE "C"

[Payment Plan For- Tower/Building 5A]

Payment Milestones	Amount/Percentage
Booking Money Part-1	2,00,000/-
Booking Money Part-2	10% Of Price Of Unit & Parking(S) – Booking Money Part-1
Within 45 Days Of Execution Of Agreement For Sale	20% of Price of Unit & 40% of Parking(S)
On Completion Of Piling	10%
6 Months From Piling Completion	10%
On Completion Of Basement Roof Slab	10%
On Completion Of Ground Floor Roof Casting	10%
On Completion Of 2nd Floor Roof Casting	10%
On Completion Of 9th Floor Casting	10%
On Completion Of Roof Casting	5%
On Or Before Possession	5% + (Balance price Of Parking Space(S) Other Charges & Deposits)

[Payment Plan For- Tower/Building 5B]

Payment Milestones	Amount/Percentage
Booking Money Part-1	2,00,000/-
Booking Money Part-2	10% Of Price Of Unit & Parking(S) – Booking Money Part-1
Within 45 Days Of Execution Of Agreement For Sale	20% of Price of Unit & 40% of Parking(S)
6 Months From Sale Agreement Execution Date	10%
On Completion Of 1st Floor Casting	10%
On Completion Of 4th Floor Casting	10%
On Completion Of 8th Floor Casting	10%
On Completion Of 11th Floor Casting	10%
6 Months From Roof Casting	10%

12 Months From Roof Casting	5%
On Or Before Possession	5% + (Balance price Of Parking Space(S) Other Charges & Deposits)

[Payment Plan For- Tower/Building 5C]

Payment Milestones	Amount/Percentage
Booking Money Part-1	2,00,000/-
Booking Money Part-2	10% Of Price Of Unit & Parking(S) – Booking Money Part-1
Within 45 Days Of Execution Of Agreement For Sale	20% of Price of Unit & 40% of Parking(S)
6 Months From Sale Agreement Execution Date	10%
On Completion Of 1st Floor Casting	10%
On Completion Of 4th.Floor Casting	10%
On Completion Of 8th Floor Casting	10%
On Completion Of 11th Floor Casting	10%
6 Months From Roof Casting	10%
12 Months From Roof Casting	5%
On Or Before Possession	5% + (Balance price Of Parking Space(S) Other Charges & Deposits)

SCHEDULE "D"

[PROJECT COMMON AREAS]

1.	The entire land dedicated to the Project;
2.	The staircases, lifts and lift lobbies, fire escapes and common entrances and exits of Buildings;
3.	The common terraces & landscaped areas within the Project;
4.	Installations of central services such as electricity, water and sanitation including cables and trenches, transformers, etc.
5.	The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
6.	Area designated for electric meters, panels, BMS, battery room, OSP, DG Sets, transformers, utility room etc.
7.	Driveways & ramps within the Project (including driveway in the basement and three layers of Podium connecting all the three building/towers) ;
8.	Area designated for Underground Water Reservoir and Pump Rooms;
9.	Lamp-posts/ Street Lights within the Project;

10.	Entrance/exit gates and security-rooms within the Project;
11.	All other portion of the Project necessary or convenient for its maintenance, safety, etc. and in common use.

SCHEDULE "E"

[SPECIFICATIONS, AMENITIES, FACILITIES IN RESPECT OF UNIT]

1.	Structure	Framed RCC Structure
2.	Wall	AAC Block Wall
3.	Door	Flush Door with solid/engineered wood frame. FCD as per Fire Requirement.
4.	Window	Aluminum Glazed Windows
5.	Flooring	Tiles flooring
6.	Wall finish	Paint Finish in common area and Plastered surface inside units
7.	External finishes	Weatherproof exterior paint
8.	Electrical	3 Phase Power in MCB Box with Incomer only inside Units through Prepaid Metering, DG with 100% power backup
9.	Air Conditioning	VRV air conditioning system with IDU/ODU
10.	Restrooms	Completely finished with tiles in floor and dado

SCHEDULE "F"

(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

Sl. No.	Description of Amenities & Facilities
1.	<ul style="list-style-type: none"> • Fire Protection and Detection System in common areas & inside units, minimum required as per norms
2.	<ul style="list-style-type: none"> • Public address & voice evacuation system in common area
3.	<ul style="list-style-type: none"> • Passenger & service elevators and fire-staircases
4.	<ul style="list-style-type: none"> • Grid Electricity connection into the Project • DG Power Back up facility to run essential facilities in the Project • Street lighting along the driveway /walkways in the Project
5.	<ul style="list-style-type: none"> • Potable water conforming to relevant BIS standard • Internal sewer & storm water line
6.	<ul style="list-style-type: none"> • Security surveillance system with CCTV in elevator & critical common areas • Landscaped external areas in the Project

Bengal Ambuja Housing Development Limited


 Authorized Signatory

IN WITNESS WHEREOF parties herein above have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER:**

Please affix
Photographs
& sign across
the
photograph

For West Bengal Housing Board

(Authorized Signatory)

**Bengal Ambuja Housing Development Limited
Constituted Attorney to West Bengal Housing Board**

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Please affix
Photographs
& sign across
the
photograph

For Bengal Ambuja Housing Development Limited

(Authorized Signatory)

Name:

Address:

Bengal Ambuja Housing Development Limited

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Authorized Signatory

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE: (including joint buyers)**

1. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign across
the
photograph

2. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign across
the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and prepared by:

Bengal Ambuja Housing Development Limited

Authorized Signatory