

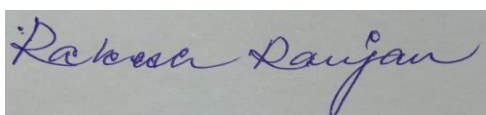
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**AGREEMENT**") executed on this the

_____ day of _____ 20_____

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K) 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, being no. 190103379 for the year 2020, dated 8th September, 2020, (**PAN: AABCBO977F**) registered in Book No. I, Vol. No. 1901-2020, pages 231870 to 231898, in the office of Additional Registrar of Assurances-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**, Mr. _____, (**PAN: _____**), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, 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) of the **ONE PART**:

AND

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**, Mr. _____, (**PAN: _____**), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, 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): of the **SECOND PART**:

AND

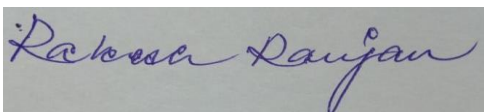
(1) _____ (**PAN: _____**), (**Aadhaar No.:** _____), (**Mobile No.:** _____) son/daughter/wife of _____, by nationality: _____ Citizen, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, West Bengal, India **AND (2)** _____ (**PAN: _____**), (**Aadhaar No.:** _____), (**Mobile No.:** _____) son/daughter/wife of _____, by nationality: Indian Citizen, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, West Bengal, India hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

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

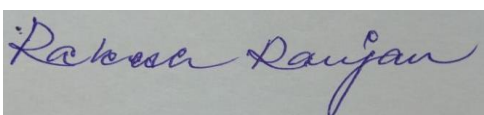
WHEREAS:

A. The Owner and Promoter have represented to the Allottee that:

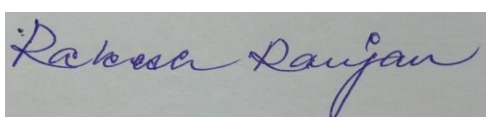
- (i) By virtue of several Deeds of Conveyance of different dates, the Owner purchased several pieces and parcels of land measuring in aggregate **2.07 Acres** [equivalent to **8376.99 Square Meter**] [equivalent to **90169.20 Square Feet**] [equivalent to **207.02 Decimal**] more or less, from the lawful vendors (hereinafter referred to as the **“Purchased Land”**), which is more particularly described and detailed in **“Part-I”** of **“Schedule-A”** hereto. The names of the vendors and registration particulars of the Deeds of Conveyance of the Purchased Land are mentioned in **“Part-II”** of **“Schedule-A”** hereto.



- (ii) The Owner and Promoter have also represented to the Allottee and the Allottee has duly noted that on physical measurement, the Purchased Land was found to be only **1.98 Acres** [equivalent to **8013.14 Square Meter**] [equivalent to **86252.72 Square Feet**] [equivalent to **198.03 Decimal**] more or less (hereinafter referred to as the “**Complex Land**”). The Promoter is thus absolutely seized and possessed of and/or sufficiently entitled to the Complex Land which is more particularly described and detailed in “**Part-III**” of “**Schedule-A**” hereto and depicted and demarcated in **BLUE** border on the map/plan annexed hereto and marked as “**Plan-A**”.
- (iii) The Owner got the Complex Land mutated in it’s name as Owner in the records of the B.L.&L.R.O., Rajarhat, North 24 Parganas.
- (iv) The Owner duly converted the Complex Land for construction of a residential complex through the relevant offices such as SDL & LRO Barasat, North 24 Parganas, Additional District Magistrate and District Land and Land Reforms Officer, Barasat, North 24 Parganas, Office of the Block Land and Land Reforms Officer, Rajarhat, North 24 Parganas and Office of the Sub-Divisional Land & Land Reforms officer, Sadar, North 24 Parganas.
- (v) The Owner entered into an agreement dated 8th September, 2020, registered from the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2020, at pages 147235 to 147262, Being No. 190102987 for the year 2020 (“**Amendment Agreement**”) with the Promoter i.e. BAHDL for construction and development of the portion of the Complex Land [i.e. for land measuring **1.74 Acres** (equivalent to **7041.53 Square Meter**) (equivalent to **75794.40 Square Feet**) (equivalent to **174.02 Decimal**) more or less] for housing and allied purposes for the consideration and subject to the terms and conditions contained therein and for that purpose also executed a power of attorney on 8th September, 2020, registered from the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2020, at pages 231870 to 231898, Being No. 190103379 for the year 2020 (“**POA**”) appointing the Promoter i.e. BAHDL as its true and lawful attorney for the purposes as mentioned therein.
- (vi) The Promoter, for the remaining 0.33 Acres (on physical measurement 0.28 Acres) of Complex Land is in the process of entering into another development agreement with the Owner, which once executed and registered will add 0.33 Acres (on physical measurement 0.28 Acres) of land as part and parcel of the development within the Complex according to the scheme of development as envisaged by the Promoter. The Housing Department Government of West Bengal vide its letter dated 19.01.2024 bearing No. 4202/HC/HB has confirmed that the West Bengal Housing Board in its 571st meeting held on 19.12.2023 has allowed that the present Amendment Agreement will be amended further to include 0.33 Acres (equivalent to 33 Decimals) land for the construction of LIG, MIG and HIG units as per extant Government Notification in the matter.



- (vii) In pursuance of the terms of the Amendment Agreement, the Owner and Promoter have a scheme to develop the portions of the Complex Land which would comprise of multi-storey buildings, a residential activity centre (RAC) and other such necessary amenities and facilities as may be decided by the Promoter.
- (viii) The entire plan of development on the Complex Land is christened as “**Utsang**” (the “**Complex**”), which comprises of 2 (two) distinctly earmarked zones as under:
- a. **Utsang Efficiency & Comfort:** The Promoter has already completed the development of 1 (one) residential tower comprising of both Middle-Income Group (MIG) and Lower Income Group (LIG) apartments along with common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use in common by the allottees of this building/tower/zone on a clearly demarcated land area of **0.24 Acres** (“**Utsang Efficiency & Comfort Zone Land**” as depicted and demarcated in **RED** border on the map/plan of the Complex Land annexed hereto and marked as “**Plan-B**”), as a separate real estate project.
 - b. **Utsang Future Development Zone:** Out of the Complex Land a clearly demarcated land area admeasuring **0.32 Acres**, as depicted and demarcated in **GREEN** border on the the map/plan of the Complex Land annexed hereto and marked as “**Plan-B**”) (“**Utsang Future Development Zone Land**”, has been earmarked and identified by the Promoter for the purpose of developing real estate project(s) in the near future, having one or more multi-storied tower(s) comprising constructed spaces meant for residential or commercial or both or semi commercial use along with one or more facilities as well as common areas, parts, portions, utilities, facilities, amenities and installations dedicated to and intended for use in common by the allottees of such Utsang Future Development Zone Land in the manner and at the time as may be decided by the Owner and Promoter and approved by the concerned authority (ies).
- (ix) The Owner and Promoter applied to Rajarhat Panchayat Samity for sanction of an integrated master plan/site plan for the land measuring **1.74 Acre** [equivalent to **7041.53 Square Meter**] [equivalent to **75794.40 Square Feet**] [equivalent to **174.02 Decimal**] more or less, (*which is part & portion of the Complex Land*), in *Mouza: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal*. The Rajarhat Panchayat Samity vide their letter dated **28.04.2022 (Memo No. 566/RPS)** granted sanction of the integrated plans with developments and constructions on the above-mentioned land (**Sanctioned Plan**). The Project Land (*defined hereinafter*) is part and portion of the integrated/composite layout plan mentioned above and it is clarified that there will be a single master-plan for the entire development

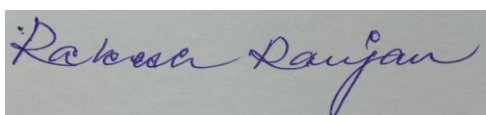


conceptualized on the Complex Land and Utsang Efficiency & Comfort Zone Land is a part of it.

- (x) The Promoter, developed, constructed and completed a G+10 (Ground + Ten) storied residential building on the Utsang Efficiency & Comfort Zone Land as a separate real estate project named as “**Utsang - Efficiency & Comfort**” (hereinafter referred to as the “**Project**”) comprising **140 nos.** of residential apartments of various shapes and sizes 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 of the Project (“**Project Common Areas**”, more fully and particularly described in “**Part-I**” of “**Schedule-D**”) on the **0.24 Acres** of clear demarcated land out of the Complex Land dedicated for Utsang Efficiency & Comfort alone (“**Utsang Efficiency & Comfort Zone Land/Project Land**”). The detailed description of the Utsang Efficiency & Comfort Zone Land/Project Land is given in “**Part-IV**” of “**Schedule-A**” hereunder and depicted and demarcated in **RED** border on the map/plan of the Complex Land annexed hereto and marked as “**Plan-B**”.
- (x) Each of the building(s)/phase(s) of the Utsang Efficiency & Comfort Zone Land and the Utsang Future Development Zone Land are separate real estate projects and shall not be linked or combined with each other, save and except, for integration of the infrastructural facilities for the benefit and in the interest of the allottees thereof which are more fully and particularly described in “**Part-II**” of “**Schedule-D**” and depicted and coloured in **BLUE** on the map/plan annexed hereto and marked as “**Plan-D**” (hereinafter referred to and identified as the “**Shared Common Areas**”). Accordingly, the allottees of **Utsang Efficiency & Comfort** shall be entitled to perpetual, irrevocable, non-exclusive right to use and enjoy the Shared Common Areas in common with the allottees/lawful owners/occupants of all the buildings/phase(s)/zones/towers in the Complex along with the Owner and Promoter for the unallotted apartments.

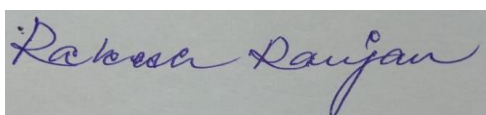
It is however clarified that since the Complex will be developed in phases, the Owner and Promoter will be entitled to modify, alter and change the Sanctioned Plan/lay out plan of the land area beyond the Project Land in the manner as may be decided by the Owner and Promoter at its sole and absolute discretion and as may be approved by the concerned authorities and the Allottee hereby records its consent to the same.

- (xi) It is clarified that the remaining portion of the Complex Land (i.e. excluding the Project Land) is out of the purview and ambit of this Deed of Conveyance/these presents and shall continue to be held and possessed by the Owner and Promoter solely exclusively and absolutely with right to use, enjoy and develop, sale and transfer as the Owner and Promoter may deem fit and proper in its absolute discretion and, the Allottee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein (save and except what is being explicitly agreed to be



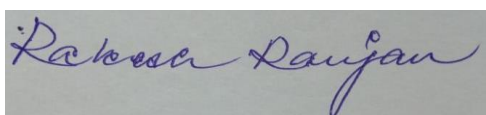
conveyed/transferred/shared by these presents) nor the Allottee will have any claim or demand with regard thereto nor object to alienation or development of the same.

- (xii) It is expressly agreed, understood and clarified that both the Project Land and the Utsang Future Development Zone Land are and shall always remain independent and separate properties, notwithstanding the fact that an integrated Sanctioned Plan and layout plan has been sanctioned for the Project Land and/or any other map/plan which may be sanctioned for the Utsang Future Development Zone Land (with revision of the existing map/plan or a fresh map/plan therefor). Accordingly, the ownership of the allottees of different real estate projects in the Complex shall remain restricted to their respective real estate projects only.
- 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 land on which the Project is being constructed have been completed;
- C. The Rajarhat Panchayat Samity granted the Building Permit to develop the Project vide their approval dated 28.04.2022 bearing _Memo No:- 566/RPS, File No.:- BP.232_____;
- D. The Rajarhat Panchayat Samity issued the commencement certificate to develop the Project vide approval dated **22.06.2022**_____;
- E. The Promoter has obtained from Rajarhat Panchayat Samity the final layout plan and approvals for the Project which is part of the integrated and composite single building plan sanctioned for the part of the Complex Land. The Promoter agrees and undertakes that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. 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. _____;
- G. The Allottee through a draw of lots has been allotted an apartment in the Project and has been issued a provisional allotment letter dated _____ (**Said Allotment**) for residential **Apartment No.** _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to built-up area _____ Square Meter (equivalent to _____ Square Feet)], in **Type** _____, altogether located on _____ floor in the Building (Utsang Efficiency & Comfort)/ Project **TOGETHER WITH** _____(_____) no. covered car parking space being Parking Slot No. _____ at _____, measuring 12.542 Sq. mts. (135 Sq.ft.) more or less, **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas (as defined under clause (n) of Section 2 of the Act), parts, portions, installation and



facilities of the Project in common with the remaining allottees of Project and with the Owner/Promoter in respect of the unallotted apartments, if any in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in "**Part-I**" of "**Schedule-D**" **AND TOGETHER WITH** the irrevocable right to use certain areas, parts, portions amenities facilities in common with the remaining allottees of the Project, allottees of other project(s) or different phases of development in the Complex and with the Owner/Promoter for the unallotted units (all hereinafter collectively referred to as the "**Shared Common Areas**" and more particularly described in "**Part-II**" of "**Schedule-D**" hereto) (hereinafter collectively, referred to as the "**Apartment**" more particularly described in "**Schedule-B**" and the Apartment is delineated in **RED** border and the exclusive Balcony appurtenant to the carpet area of the Apartment is delineated in **RED** border on map/plan of the _____ floor of the Utsang Efficiency & Comfort/Tower/Building annexed hereto and marked as "**Plan-C**" and the Parking Space is delineated in **GREEN** border on the map/plan annexed hereto and marked as Annexure-"**Plan-C1**").

- H. 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 Apartment;
 - (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;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. 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 Apartment and the parking space as specified in Para **G**.



- L. 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 Apartment as specified in Para G;
- 1.2 The Total Price for the Apartment 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)	
Apartment No.	[•]
Particulars	Amount (Rs.)
Apartment	[•]
Parking Space	[•]
	[•]
Part II (Other Charges & Deposits)	
Advance Project Maintenance Charges for 2 (two) years	[•]
Advance Shared Common Areas Maintenance Charges for 2 (two) years	[•]
DG Back up Facility Charges	[•]
Advance MLCP Car Parking Space Maintenance Charges for two years	[•]
Maintenance Security Deposit	[•]
Documentation Charges	[•]
Grand Total (Part-I + Part-II)	[•]

Rakesh Rajan

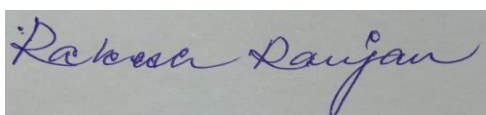
Explanation:

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

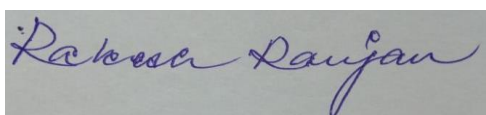
Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes **(1)** pro-rata share in the Project Common Areas, **(2)** perpetual, irrevocable but non-exclusive right in the Shared Common Areas and **(3)** parking space as specified in **Para G** and recovery of price of land, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, 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 _____ etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 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 instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the 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 Apartment 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 Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (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

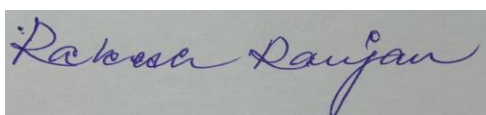


shall convey the undivided proportionate title in the Project Common Areas to the association of the allottee(s) as provided in the Act.

- (iii) The Allottee shall also have perpetual, irrevocable but non-exclusive right in the Shared Common Areas. Since the right of Allottee in the Shared Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Shared Common Areas along with other occupants, maintenance staff etc. of the Project as well as with the remaining allottees/purchasers of the Project, allottees/purchasers of other project(s) and/or different phases of development in the Complex and the Owner and Promoter for the unallotted apartments/units, if any in the Complex, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Areas and the Shared 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 Shared Common Areas to the Federation of the allottee(s) as provided in the Act.
- (iv) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Project Common Areas, Shared 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 _____ etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 Apartment along with Parking Space as specified in **Para G** 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 apartments.

1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely **Utsang Efficiency & Comfort**, 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 Apartment 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 Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, 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 (in two parts making it 10% of the total price) being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule "C"** as may be demanded by the Promoter within the time and in the manner specified therein:

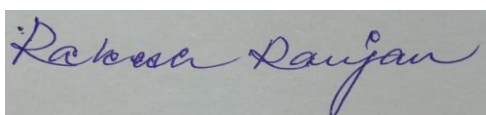
Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules of the Act.

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 _____.

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 Apartment 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:**

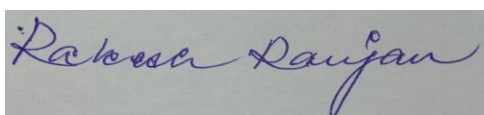
The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his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

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities **[annexed along with this Agreement]** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and



density norms and provisions prescribed by the 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.

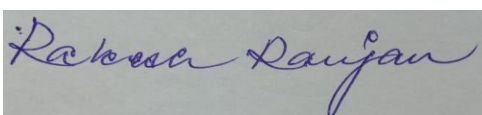
7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Apartment by or before 31-05-2024, 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 Apartment.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from 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 Apartment to the Allottee in terms of this Agreement, to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, 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 after receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the



Allottee fails to take possession within the time provided in 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 Apartment 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:

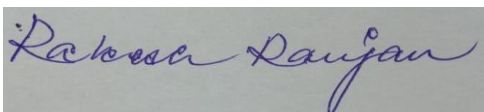
Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment, all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges 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.

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 Apartment (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 Apartment, 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.

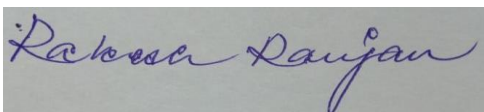
Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules of the Act for every month of delay, till the handing over of the possession of the Apartment.

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 Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project 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 Project Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment 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 Project Land, the Tower/ Building and the Apartment, the Project Common Areas and the Shared Common Areas;
- (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 Project Land, including the Project and the Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;
- (x) The Project 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 Project 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 Project Land and/or the Project;
- (xiii) The Project Land is not Waqf property.

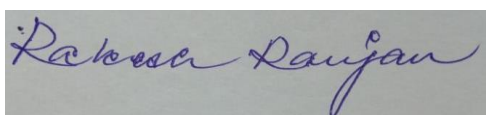
9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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 Apartment 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 Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of 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 Apartment, 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 Apartment.

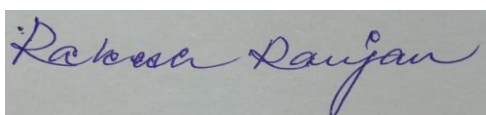
9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (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 Apartment 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 APARTMENT:**

On receipt of the complete amount of the Price of the Apartment from the Allottee, the Owner shall execute a conveyance deed along with the Promoter and convey the title of the Apartment together with proportionate, indivisible and variable share in the Project 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).

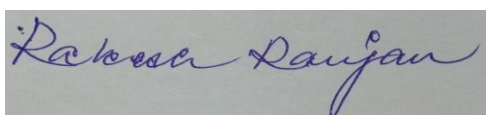
11. **MAINTENANCE OF THE PROJECT COMMON AREAS AND THE SHARED COMMON AREAS:**



- 11.1 For the purposes of this Clause 2, the Project Common Areas and the Shared Common Areas shall be collectively referred to as the “**Common Areas**”, and the **Project Association** (*defined below*) and the **Federation** (*defined below*) shall be collectively referred to as the “*Associations*”.
- 11.2 **Project Association:** Upon formation of an association of the purchaser(s)/allottee(s) of the Project in accordance with the provisions of the applicable local law (“**Project Association**”), the Promoter shall transfer the Project Common Areas to the Project Association along with the responsibility to maintain the Project Common Areas.
- 11.3 **Federation:** In order to ensure the effective and proper management and maintenance of the Shared Common Areas and the Complex Limited Common Areas, the association(s) of the respective buildings(s)/tower(s)/phase(s) in the Complex shall form a federation as provided under the applicable law, hereinafter referred to as the (“**Federation**”). Upon formation of the Federation, the Promoter shall transfer the Shared Common Areas and the Complex Limited Common Areas (*defined below*) to the Federation along with the responsibility to maintain the Shared Common Areas and the Complex Limited Common Areas. It is clarified that the Federation shall be formed, and the Shared Common Areas and the Complex Limited Common Areas shall be transferred to the Federation only after a date falling after the completion of the entire development of the Complex.

Provided that if such Federation cannot be formed due to reasons not attributable to the Promoter, the Shared Common Areas and the Complex Limited Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of all towers of the entire Complex proportionately and thereafter the said associations shall collectively takeover the maintenance of the Shared Common Areas and the Complex Limited Common Areas.

- 11.4 **Project Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Project Association from time to time by the 7th (seventh) of each month in advance without any abatement (“**Project Maintenance Charges**”) for the maintenance of the Project Common Areas. The Project Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Project Association. So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a “cost plus” basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Project Maintenance Charges for a period of 2 (two) year from the deemed date of possession of the Apartment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 2 (two) year period, the Allottee shall be liable to pay the monthly Project Maintenance Charges to the Promoter or it’s nominated agency (ies) or to the Project Association, as the case may be.

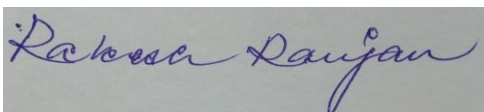


11.5 **Shared Common Area Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or Federation, as the case may be, such charges at such rate as may be decided by the Promoter/Federation from time to time by the 7th (seventh) of each month in advance without any abatement ("**Shared Common Area Maintenance Charges**") for the maintenance of the Shared Common Areas. The Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/Federation. So long as the maintenance of the Shared Common Areas are not handed over to the Federation, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Shared Common Areas Maintenance Charges for a period of 2 (two) year from the deemed date of possession of the Apartment in terms of the Said Allotment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 2 (two) year period, the Allottee shall be liable to pay on demand the monthly Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Federation, as the case may be. The Project Association shall be liable to collect the 'proportionate Shared Common Area Maintenance Charges' from the purchasers/allottees of the Utsang Efficiency & Comfort/Project and handover/pass on the same to the Promoter or it's nominated agency or to the Federation, as the case may be, within 7th day from the close of a month.

For the purposes of this clause, the expression '**proportionate Shared Common Area Maintenance Charges**' shall mean **65%** of total maintenance charges.

11.6 **Maintenance Security Deposit:** Before taking over the possession of the Apartment, the Allottee will pay to the Promoter an interest-free security deposit amount towards the Project Maintenance Charges and Shared Common Areas Maintenance Charges calculated on the basis of 2 (two) year's maintenance charges and have been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit have been borne by the Allottee. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations, the same shall be handed over by the Promoter to the Associations in such manner so that **65%** of the same is handed over to the Federation. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Project or Shared Common Area Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

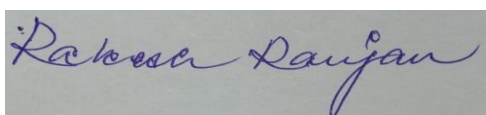
11.7 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules/bye-laws for such use, maintenance, management and operation shall



be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- a. **Air Conditioning:** Suitable provision for keeping outdoor units of the AC of the bedroom (s) has been made the route to take refrigerant piping etc. has to be strictly followed by the Allottee while installing their AC units.
 - b. **Balcony(ies):** The Apartment has balcony(ies). The balconies in the Apartment will always remain to be balcony and the Allottee shall grill/cover the same in the manner as may be approved by the Promoter. The Allottee shall not interfere to the elevation/ façade of the Tower. The Allottee shall maintain the design intent of the architects.
 - c. **Consequences of non-payment:** Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly maintenance charges (for the respective Common Areas), electricity charges, diesel generator set usage charges within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Allottee and will make the Allottee liable to pay interest at the rate of 2% (two) percent per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
 - d. **Unrestricted access:** The Promoter (or its nominated agency) or the Tower Association or the Federation, as the case may be, shall have rights of unrestricted access of all Project Common Areas/Shared Common Areas, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 11.8 **Complex Limited Common Areas:** Certain utilities, facilities and installations though located on the Complex Land are reserved for the exclusive use of the allottees/ purchasers/lawful occupants of one or more designated tower(s)/building(s) within the Complex ("**Complex Limited Common Areas**" more fully and particularly described in "**Part-III**" of "**Schedule-D**" hereunder and demarcated in **BROWN** colour in the maps/plans annexed hereto and marked as "**Plan-E**") in view of their unique location in proximity to the such designated tower(s)/building(s) and shall be transferred by the Promoter to the Federation.

For maintenance and management of such Complex Limited Common Areas, if the allottees of a particular building/tower/phase to which the right to use is reserved in respect of these limited common areas to the exclusion of other building/tower/phase are required to pay additional charges to the Federation or the Promoter, then the allottees of such building/tower/phase will pay the same to the Federation/Promoter without any demure and delay.



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

In addition to what has been stated above, 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.

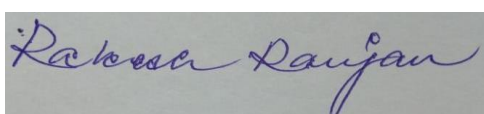
Notwithstanding anything herein contained it is hereby expressly confirmed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters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

The Allottee further specifically agrees and understands as follows:

The responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as



it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas and amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly confirm(s)/understand(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also understands and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality, or provision of service.

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

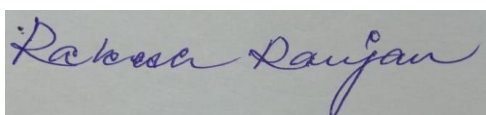
The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Project Common Areas, Shared Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the 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 APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency shall have rights of unrestricted access of all Common Areas and Facilities, parking spaces as specified in **Para -G** for providing necessary maintenance services and the Allottee agrees to permit the Promoter or the maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Service Areas: The service areas, as located within the Project, shall be earmarked for purposes such as 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 APARTMENT:**

- 16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building/Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/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 or Shared Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Project/Building/Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 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:**

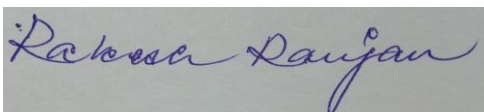
The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and the Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from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

18. **ADDITIONAL CONSTRUCTIONS:**

The 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 Apartment and, if any, such mortgage or



charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottees that the Project in its entirety is in accordance with the 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:**

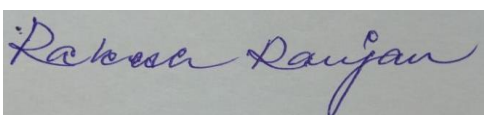
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties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

23. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against



any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**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 confirm 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:**

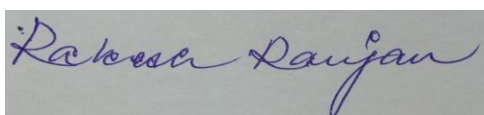
Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be 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

A handwritten signature in blue ink, reading "Raksha Ranjan", is written over a grey rectangular background.

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:**

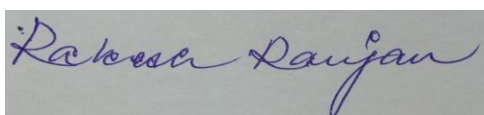
That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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:**

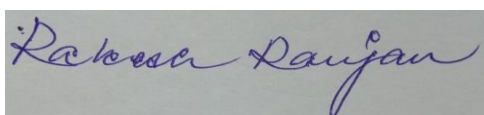
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same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



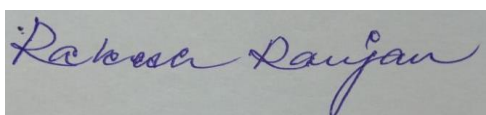
[The additional terms and conditions hereinafter agreed are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder.]

34. **Environmental Clearance Certificate:** The Allottee understands that in case of further development on the Utsang Future Development Zone Land, the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives its consent to the Owner and Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner and Promoter from the Allottee thereto.
35. **Ongoing Construction:** The Promoter clarifies that the Complex is a large-scale development and there may be block-wise/partial completion given by the competent authorities for different blocks. The construction work for the remaining building(s)/tower(s)/phase(s) in the Complex will continue till completion certificate in respect of the last building/tower/phase in the Complex is received. The Allottee understands that there will be certain construction activities which will cause noise/movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them. The Promoter will not be held responsible for the same. The Promoter, however, will follow the rules/ regulations prescribed by the Municipal and/or Civic Authorities having jurisdiction over the Complex.
36. **Modification of the Sanctioned Plan:** That the Allottee understands and has full knowledge that the Complex Land will be developed in phases. The different phases will be linked and integrated due to architectural, design, planning, infrastructure network, maintenance and management of Complex for benefits of the Allottee.

This present integrated/composite Sanctioned Plan is duly approved by the Rajarhat Panchayat Samity vide their letters, dated 28.04.2022. The Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Owner and Promoter (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated Sanctioned Plan, its layout plan, specifications of the towers/buildings and Shared Common Areas to the end and intent that the Owner and Promoter shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the Sanctioned Plan, layout plan, specifications of the apartments and Shared Common Areas 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 Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. The Allottee hereby consents for the revisions, changes, modification of the present integrated Sanctioned Plan and all other plans/map to be sanctioned in future on the Complex Land excluding the portion dedicated to the Project.

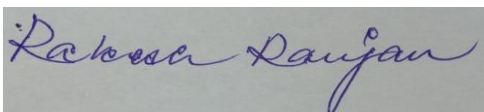


37. That the Allottee will obtain electricity meter with respect to his Apartment from the WBSEDCL. The Allottee shall pay the electricity bills pertaining to his Apartment directly to WBSEDCL.
38. **Diesel Generator Power Back-up:** That the Owner and Promoter has installed Diesel Generator (“**DG**”) for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every apartment to run basic electrical appliances viz light, fan, television & refrigerator (medium size). The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Promoter/the Association, as the case may be.
39. That the Owner and Promoter may develop a residential activity centre (RAC) on the Utsang Future Development Zone Land which shall at all times continue to be held and possessed by the allottees of Future Development Zone Land and/or the Owner & Promoter and shall not be integrated or combined with or form a part of the Project Common Area/Shared Common Area.
40. **MISCELLANEOUS:**
- a. The Allottee agrees and confirms that on and from the date of possession or deemed date of possession, the Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas, the maintenance charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The maintenance charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed of Conveyance shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance.
- b. It is further clarified that, So long as the development and construction of the entire Shared Common Areas in the Complex are completed the Purchaser shall pay **50% (fifty) percent** of their contribution toward maintenance and management of the Shared Common Areas. The Promoter will intimate in writing to the Purchaser or to the Project Association about the completion of development and construction of the Shared Common Areas with their liability to pay the 100% (hundred) percent of their contribution towards maintenance and management of the Shared Common Areas.
- c. All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Agreement and the Deed of Conveyance shall be borne and paid by the Allottee.



Raksha Ranjan

- d. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Association and the proportionate interest in the Shared Common Areas attributable to the Project Land in proportion to the Complex Land to the Federation as per the terms of this Agreement for Sale or the directions of the competent authority under the real estate law applicable to the Project in terms of the Act.
- e. The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Shared Common Areas, as the case may be, payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Agreement for Sale 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.
- f. The Allottee confirms and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Promoter/association/nominated agency and without causing any disturbance, to the other allottee in the Building or Complex. The Dos & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Tower/Building, the Owner and Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Tower/Building to its original condition within 30 (thirty) days from the date of intimation by the Owner and Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Owner and Promoter may carry out necessary rectification/restoration to the Apartment or the Tower/Building (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Owner and Promoter shall be reimbursed by the Allottee.
- g. **MULTI LEVEL CAR PARKING (MLCP):** The Promoter has provided Multilevel Car Parking Space(s) in the Project. It is clarified that in case of Multilevel Car Parking Space(s) allotted to a allottee, the llottee will abide by the rules, regulations, terms and conditions for using such Car Parking Space(s). It is further clarified that the monthly/annual maintenance charges, cost towards repairs and replacement for Multilevel Car Parking Space(s), if any, shall be paid by the respective allottee(s) (who has been allotted such MLCP) to the Promoter or Project Association, as the case may be, for such space. The amount received, if any, from an allottee(s) on account of deposits in respect of maintenance of MLCP is mentioned in the breck up of Total Price described in Clause 1.2.



41. **DISCLAIMERS AND DISCLOSURES:**

The Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee(s) has agreed to not make any claims or raise any disputes including any claim relating to defect liability against the Promoter in respect of the following –

a. **Source of water supply:**

The source of water supply for the project is the deep borewell as the local municipality/ government body does not have enough water to supply such large development. As per Bureau of Indian Standards- IS 10500-2012 is the acceptable limit of Total dissolved Soid (TDS) for drinking water is specified at 500. However, in case of absence of alternative sources the acceptable limit of the TDS in drinking water is 2000 ppm as per above BIS standard. Though the standard mentioned above stipulates the acceptable TDS at 2000 ppm for drinking water, the Promoter has assumed the same TDS level for other domestic usage. As the source of water is from deep borewell, the TDS of supplied domestic water for the development would be in range of 1500-2000 ppm varying with season. It is hereby clarified by the Promoter that there is no environmentally sustainable way to reduce the TDS of the water. The only way by which the TDS can be reduced commercially is the RO (Reverse Osmosis) process which wastes almost 40-50% of water and hence is not environmentally permissible. The Promoter shall install a water treatment plant to maintain the hardness, iron content, e-coli etc within the specified acceptable limit mentioned in the in the IS 10500-2012. However, it is clarified that such water treatment plant would not address the issue of the TDS.

Thus, the Allottee agrees that he/she shall install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm. The Promoter shall provide a water outlet in the kitchen to facilitate installation of such RO system.

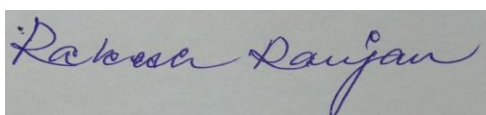
The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water, which is used for other purposes like bathing, cleaning etc. within the Apartment.

b. **Non-provision of car washing facility:**

Car wash facility leads to wastage of water and is beyond the permissible usage projected to the environmental authorities while getting the environmental sanction in respect of the Project. Accordingly, the Promoter shall not provide a car wash facility. The Allottee of the Project are required to clean their car with moist cloth to prevent wastage of water.

c. **Storm water drainage:**

It is intimated to the allottees/purchasers that storm water drainage system inside the campus is adequately designed to discharge the storm



water during rain fall. However, these internal storm water drainage systems connect to the panchayat storm water drainage system outside. The inadequacy of the panchayat storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall. For the inadequacy of the panchayat drainage system, the Promoter shall not be held responsible.

d. Tile Flooring & Dado:

It is informed that the warpage of any tile (ceramic, vitrified, patterned etc) is inherent property of tiles. The tile is made of clay and then fired in the kiln. The Promoter would ensure that only grade-I tiles is used in the project. The Allottee should note that standard Indian code IS: 15622 specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

D.1. Surface Area $S \leq 90\text{cm}^2$: ± 0.8

D.2. Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: ± 0.4 %

D.3. Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: ± 0.3 %

D.4. $S > 410\text{cm}^2$: ± 0.2 %

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

Dry-pressed ceramic tiles with low water absorption (E) $\leq 0.5\%$ for Group Bla:

E.1. Surface Area $S \leq 90\text{cm}^2$: ± 1.0 %

E.2. Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: ± 0.5 %

E.3. Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: ± 0.5 %

E.4. $S > 410\text{cm}^2$: ± 0.5 %

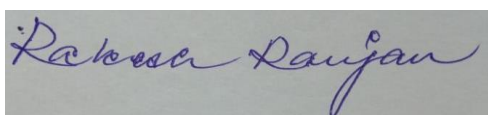
Therefore, it should be noted by the Allottee that the edges and corners would not be in the perfect plane due to the warpage. If the variation from plane is within the codal specification mentioned above, then it would not be considered as defect of tile or workmanship in laying.

e. Implications of using AAC (Autoclaved Aerated Concrete) Block walls:

It is submitted that for a real estate project the environmental regulation does not permit the use of clay brick. The clay brick apart from damaging the non-replaceable topsoil of the mother earth is also heavy and is not appropriate for earthquake resistant design of tall structures.

In view of the above, all internal partition walls are made of AAC blocks with required vertical stiffeners and horizontal bands as specified in the BS code.

The walls made with AAC blocks are lighter, environmentally sustainable,



better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.

However, AAC block walls are more sensitive to moisture and temperature movement and hence prone to develop shrinkage cracks during the first few years of laying. Thereafter the location of such cracks is stabilized. These shrinkage cracks are non-structural in nature and have no adverse effect. Rather such cracks are better to sustain the mandatory movement which happens due to temperature and moisture change in the atmosphere. However, such cracks on walls do not look good and give an impression of shoddy low-quality construction which in reality is not correct.

There is a simple method to repair these cracks. A v groove is cut on both faces of the wall and then a flexible acrylic putty is filled in it. This acrylic flexible putty allows movement in the wall without the cracks being visible.

As stated above, the AAC block wall is getting used in the Project and hence development of shrinkage cracks in the partition walls shall not be taken as a structural defect or defect of the workmanship by the Allottee.

f. Apartments having right to exclusively use the “open to sky spaces”.

(in case exclusive use has been provided to the Allottee in their agreement) There are few apartments having ‘Open to Sky’ terrace areas. These areas have been allotted as ‘Open to Sky’ spaces. Therefore, it cannot be covered with temporary sheeting or by other means by the owner of that apartment.

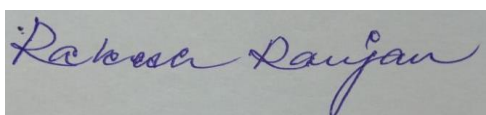
There are issues related to such “open to sky spaces” like unintended falling of various items like tobacco, cigarette butts, utensils, plastic pipes etc. from the flats above. So such “open to sky” spaces are to be carefully used.

Every allottee shall be careful and ensure that there is no fall of any object from their apartment which can harm the owner of the apartment below.

The Promoter shall not be held responsible due to accident(s) happening from falling objects in the “open to sky space” from the flats above.

**SCHEDULE-“A”
“Part-I”
(Purchased Land)**

All That piece and parcel of land measuring **2.07 Acre** [equivalent to **8376.99 Square Meter**] [equivalent to **90169.20 Square Feet**] [equivalent to **207.02 Decimal**] more or less, contained in L.R. *Dag* No(s). 294(P), 293(P), 301, 295, 309, 313(P), 310, 308(P), 307, 302, 306(P), 303, 305, 304 and 300, recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra*



Hatiara-II, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat, and shown and butted and bounded as follows:

East: Vacant land and residential settlements.

West: Vacant land and residential settlements.

North: 12.0M wide access road to Canal Bank Road and vacant land.

South: Residential settlements.

**Part-II
(List of Purchased Land)**

Date of Registration	Deed No. & Year	L.R. Dag Nos.	Purchased (in Acres)	Name of the Vendor(s)
09-04-2008 23-05-2008	361/2010 4600/2008	294(P)	0.17	Tapan Sarkar & another Swapan Kumar Acharya
28-09-2018	11130/2018	293(P)	0.27	Sinewy Realty Developer Pvt. Ltd.
01-04-2008 16-07-2008 06-08-2008 30-08-2012 23-09-2021 23-09-2021	6564/2009 9521/2008 7052/2009 13189/2012 15158/2021 15165/2021	301	0.17	Sankar Adhikari Sabita Pal & another Bharat Chandra Bag & another Purnima Basak Karamal Haque Anisur Rahaman
09-06-2010 09-06-2010	5993/2010 9966/2010	295	0.23	Babu Lal Verma Babu Lal Verma
11-04-2008 23-08-2021	6563/2009 9310/2021 (Exchange Deed)	309	0.25	Sunil Mondal & another Mantu Mondal
16-09-2008 30-09-2008	7053/2010 7054/2010	313(P)	0.03	Somnath Sardar & Others Priyanka Sardar
06-08-2008 23-08-2021	12620/2010 9312/2021 (Exchange Deed)	310	0.04	Chandi Ghosh & Others Dipali Roy Mondal
23-05-2008 16-09-2008	4599/2008 7052/2010	308(P)	0.01	Sukumar Mondal & Others Sukumar Mondal & Others
09-06-2010	9965/2010	307	0.12	Babu Lal Verma
09-06-2010	9965/2010	302	0.22	Babu Lal Verma
29-04-2008 29-04-2008	6624/2008 6625/2008	306(P)	0.10	Kartik Chandra Mondal Manoranjan Mondal
29-04-2008 29-04-2008	6624/2009 6625/2009	303	0.02	Kartik Chandra Mondal Manoranjan Mondal
29-04-2008	6624/2009	305	0.10	Kartik Chandra

Rakesh Dasgupta

29-04-2008 25-02-2021 25-02-2021	6625/2008 2810/2021 (Exchange Deed) 2815/2021			Mondal Manoranjan Mondal Paritosh Mondal & another Sinewy Realty Developer Pvt. Ltd.
29-04-2008 29-04-2008	6624/2009 6625/2009	304	0.20	Kartik Chandra Mondal Manoranjan Mondal
09-05-2008 23-05-2008	394/2010 4599/2008	300	0.14	Jaj Properties Pvt. Ltd. Sukumar Mondal & Others
Total			2.07	

**“Part-III”
(Complex Land)**

Out of the Purchased Land, All That piece and parcel of land measuring **1.98 Acre** [equivalent to **8013.14 Square Meter**] [equivalent to **86252.72 Square Feet**] [equivalent to **198.03 Decimal**] more or less, contained in L.R. *Dag* No(s). 294(P), 293(P), 301, 295, 309, 313(P), 310, 308(P), 307, 302, 306(P), 303, 305, 304 and 300, recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra Hatiara-II*, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat and shown and depicted in **BLUE** border on the map/plan annexed hereto and marked as “**Plan-A**” and butted and bounded as follows:

East: Vacant land and residential settlements.

West: Vacant land and residential settlements.

North: 12.0M wide access road to Canal Bank Road and vacant land.

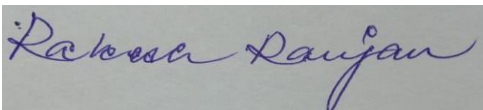
South: Residential settlements.

**“Part-IV”
(Efficiency Comfort Zone Land/Project Land)**

Out of the Complex Land, All That piece and parcel of land measuring **0.24 Acre** [equivalent to **952 Square Meter**] [equivalent to **10247 Square Feet**] [equivalent to **23.53 Decimal**] more or less, contained in L.R. *Dag* No(s). 293 (P), 294 (P), 309, & 295 recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra Hatiara-II*, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat, and shown and depicted in **RED** border on the map/plan annexed hereto and marked as “**Plan-B**” and butted and bounded as follows:

East: Internal Road;

West: Internal Road;



North: Internal Road;
South: Internal Road.

**SCHEDULE-“B”
(Apartment)**

ALL THAT residential Apartment No. _____ having **carpet area** of _____ **Square Meter** (equivalent to _____ **Square Feet**), along with an exclusive **balcony area** of _____ **Square Meter**, (equivalent to _____ **Square Feet**) [corresponding to **built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**)] **Type** _____, altogether located on _____ **floor** in **Tower/Building No.** _____ (_____) within the Project and demarcated in colour ____ on the **Floor Plan** of the Apartment is annexed hereto as **“Plan-C”, TOGETHER WITH** _____(_____) no. covered car parking space(s) being Parking Slot No. (s). _____ at _____, measuring 12.542 Sq. mts. (135 Sq.ft.) more or less, the Parking Space(s) are delineated in **GREEN** border on the map/plan annexed hereto and marked as **“Plan-C1”, TOGETHER WITH** the Project Common Areas (i.e. the pro rata undivided, impartible and variable share in the common areas as defined under clause (n) of Section 2 of the Act), parts, portions, specifications, amenities, installation and facilities of the Project in common with the remaining allottees/purchasers of Project and with the Owner/Promoter in respect of the unallotted apartments in the Project and with the Owner/Promoter in respect of the unallotted apartments in the Project **AND TOGETHER WITH** the Shared Common Areas (i.e. the irrevocable right to use certain areas, parts, portions amenities facilities in common with the remaining allottees/purchasers of the Project, allottees/purchasers of other project(s) and/or different phases of development on the Complex Land and the Owner and Promoter for the unallotted apartments) and the Apartment No. _____ is butted & bounded as follows:

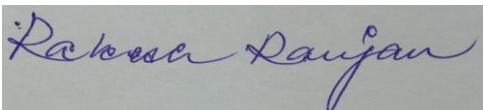
East: _____;
West: _____;
North: _____;
South: _____.

SCHEDULE-“C”

[PAYMENT PLAN FOR EFFICIENCY]

Particulars	Amount/Percentage
Booking Money (Part- I)/Application Money	Rs. 1,00,000/-
Booking Money (Final) – To be paid within 7 days from the date of Provisional Allotment. Total Booking Money is equal to 10% of the Total Price.	Rs. 59,900/-
On or Before Possession / within 45 days from the date of allotment, whichever is earlier	Rs. 14,39,100/- Plus (+) Other Charges and Deposit

[PAYMENT PLAN FOR COMFORT]



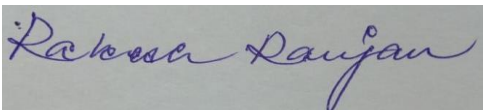
Particulars	Amount/Percentage
Booking Money (Part- I)/Application Money	Rs. 2,00,000/-
Booking Money (Final) – To be paid within 7 days from the date of allotment. The Total Booking Money is 10% of the Total Price.	Rs. 96,310/-
On or Before Possession / within 45 days from the date of allotment, whichever is earlier.	Rs. 26,66,790/- Plus (+) Other Charges and Deposit

SCHEDULE-“D”
“Part - I”
[PROJECT COMMON AREAS]

Sl. Nos.	List
1.	Entire Land Dedicated to the Project.
2.	Entrance Lobby at Gr. Floor of Utsang Efficiency & Comfort.
3.	Extra Low Voltage (ELV) Room at Gr. Floor of Utsang Efficiency & Comfort.
4.	2 Nos. Of Meter Room at Gr. Floor of Utsang Efficiency & Comfort.
5.	Common Entry and Exit at the Gr. Floor Level of Utsang Efficiency & Comfort.
6.	Lift Lobby and Common Corridor Area at Gr. Floor to 10th Floor Level of Utsang Efficiency & Comfort.
7.	2 Nos. of Passenger Lifts connecting Gr. Floor to 10th Floor Level and 1 No. of Service Lift connecting Gr. Floor to Roof Level of Utsang Efficiency & Comfort.
8.	Landscape Area at Gr. Floor Utsang Efficiency & Comfort.
9.	Staircase at Gr. Floor to Roof Level of Utsang Efficiency & Comfort.
10.	Solar Panels at the Roof Level of Utsang Efficiency & Comfort.
11.	Over Head Water Tank for Domestic Use, Fire Water Tank at Roof Level of Utsang Efficiency & Comfort.
12.	Fire Refuge Area At 7th Floor Level of Utsang Efficiency & Comfort.

“Part - II”
[SHARED COMMON AREAS]

Sl. Nos.	Particulars
1.	Underground Water Reservoir for domestic use & Water Treatment Plant (partly on the Project Land and partly on the Complex Shared Common Area).
2.	Underground Fire Tank and Fire Pump Room (partly on the Project Land and partly on the Complex Shared Common Area).
3.	Underground Rainwater Harvesting Tank (underneath the footprint of open parking area of Future Development Phase).
5.	Underground Sewage Treatment Plant.
6.	Internal Road/Driveways running across the Complex.



7.	Open Landscape Area throughout the Complex.
8.	Main Gate of The Complex.
9.	Security Gate Goomty of the Complex.
10.	Area dedicated for installation of 2 nos. of DG Set.
11.	Blower Room at Gr. Floor of Utsang Efficiency & Comfort.
12.	1 No. of Rest Room & 1 No. Of Toilet at Gr. Floor of Utsang Efficiency & Comfort.
13.	Garbage Storage Area.

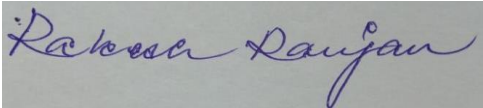
“Part-III”
[COMPLEX LIMITED COMMON AREAS]

Sl. Nos.	List
1.	Underground water reservoir for exclusive use of Future Development phase (for domestic use).
2.	Flushing water tank and pump/s for exclusive use of residents of Future Development phase.
3.	Water Treatment Plant for exclusive use for Future Development phase.
4.	Swimming Pool and Utility room at the ground floor level for exclusive use of Future Development phase

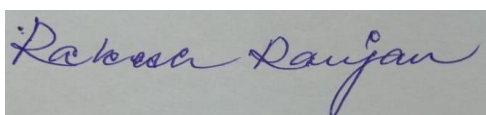
SCHEDULE-“E”
[AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	Facilities/Amenities	Particulars
1.	Fire Fighting Facility	<ul style="list-style-type: none"> • Fire Protection And Detection System In Common Areas, As Per Norms
2.	Emergency Evacuation Service	<ul style="list-style-type: none"> • Public Address & Voice Evacuation System in Common Area
3.	Access To Common Space	<ul style="list-style-type: none"> • Passenger and Service Elevators and Fire-Staircase
4.	Design For Electricity Supply & Street Lighting	<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 • Rooftop Solar System Installed as Per Norms
5.	Public Health Service	<ul style="list-style-type: none"> • Potable Water Confirming to Relevant BIS Standard • Internal Sewer & Storm Water Line
6.	Others	<ul style="list-style-type: none"> • Landscaped External Areas in The Project

SCHEDULE-“F”
[SPECIFICATIONS, AMENITIES, FACILITIES IN RESPECT OF APARTMENT]



Sl. No.	Particulars	
1.	Structure	Framed RCC Structure
2.	Wall	AAC Block Wall
3.	Door	Flush Door with engineered wood frame at bedroom & main door. PVC door for toilets
4.	Window	Powder coated Galvanized-Iron glazed windows
5.	Flooring	Tiles flooring
6.	Wall finish	POP on walls. Tile-dado in toilets and above kitchen counter
7.	External finishes	Weatherproof exterior paint
8.	Electrical	Concealed wiring and modular switches
9.	Plumbing	Ceramic sanitaryware and PTMT fixtures



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:**

For West Bengal Housing Board

Please affix
Photographs
& sign
across the
photograph

**(Authorized Signatory)
Bengal Ambuja Housing Development Limited
Constituted Attorney to West Bengal Housing Board**

Name:

Address:

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

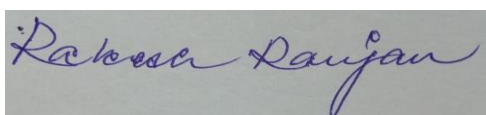
For Bengal Ambuja Housing Development Limited

(Authorized Signatory)

Name:

Address:

Please affix
Photographs
& sign
across the
photograph



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

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:

