

AGREEMENT FOR SALE

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

1. SRI. PARTHA SARATHI SENGUPTA (PAN-) (AADHAAR NO.), son of Late Ram Krishna Sengupta, by faith Hindu, by occupation - Retired, by nationality – Indian, residing at 364, Kamdahari Purbapara, P.O. Garia, P.S. Bansdrani, Kolkata-700084, Dist- South 24 Parganas, hereinafter called and referred to as the **“LAND OWNER”** (which expression shall unless exclude by or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART;**

The Vendor/Land Owner is represented by his Constituted Attorney **SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H) (AADHAAR NO. 4119 0735 4656),** son of Sri Ranjit Kumar Maity, by Religion-Hindu, by Occupation-Business, by nationality – Indian, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdrani, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION,** having its office at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdrani, Kolkata-700084, by virtue of a registered Development Power of Attorney dated 7th day of June, 2019 and recorded in Book No. I, Volume No.1605-2019, Page from 112354 to 112373, being No. 160503251 for the Year 2019.

AND

M/S. SOUMYA CONSTRUCTION, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, represented by its sole proprietor namely **SRI. SOUMYAJIT MAITI (PAN NO. _____) (AADHAAR NO. _____)**, son of Sri. Ranjit Kumar Maity, by faith-Hindu, by Occupation – Business, by Nationality – Indian, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, hereinafter referred to as the **“VENDOR/DEVELOPER” (Promoter**, which expression shall include its successors and assigns and/or assigns)

AND**[If the Allottee is a company]**

_____ (CIN No. _____), a company within the meaning and provisions of the Companies Act 2013, having PAN. _____ and having its registered office at _____ P.S. _____, P.O. _____, represented by its authorized signatory (having PAN. _____ and Aadhaar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **OTHER PART.**

[If the Allottee is a partnership]

_____ a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at _____ P.S. _____, P.O. _____, (PAN _____), represented by its partner _____, (having PAN. _____ and Aadhaar No. _____) hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **OTHER PART.**

[If the Allottee is an Individual]

_____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART.**

[If the Allottee is a HUF]

_____ HUF (PAN. _____)
 _____) represented though its Karta
 _____ (PAN. _____ and Aadhar No. _____)
 _____) son of _____ aged about _____
 years for self and as the Karta of the Hindu Joint Family known as
 _____ HUF, having its place of business / residence at
 _____ P.S. _____,
 P.O. _____, hereinafter referred to as the "**Allottee**" (which
 expression shall unless repugnant to the context or meaning thereof be
 deemed to mean the members or member for the time being of the said
 HUF, and their respective heirs, executors, administrators, successors-in-
 interest and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. The Promoter is entitled to *inter alia* **ALL THAT** piece and parcel of Bastu land measuring more or less about 4 Cottahs 5 Chittaks 28 Sq.ft. at R.S. Dag No. 859 & 859/1131 corresponding to L.R. dag No. 859 and R.S. Khatian No. 279 corresponding to L.R. Khatian No. 1851 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas, (hereinafter referred to as the "**Project Land**" and more fully and particularly described in the of the **FIRST SCHEDULE** hereunder written).
- B. The said Project Land comprises of:
- ALL THAT** piece and parcel of Bastu land measuring more or less about 4 Cottahs 5 Chittaks 28 Sq.ft. at R.S. Dag No. 859 & 859/1131 corresponding to L.R. dag No. 859 and R.S. Khatian No. 279 corresponding to L.R. Khatian No. 1851 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas.
- C. The devolution of title in respect of *inter alia* the Project Land and the circumstances in which the Promoter became the owner of the Project Land is set out in the **SECOND SCHEDULE** hereunder written.
- D. The Promoter therefore has the right to enjoy, commercially exploit and occupy as absolute owner of *inter alia* the Project Land and has got its name mutated

in the records of the Kolkata Municipal Corporation for the Project Land as per the following details:

- (1) With respect to the said land the land owner herein had mutated his name in the records of the Kolkata Municipal Corporation being Assessee No. **311111203640** vide Kolkata Municipal Corporation **Premises No.364, Kamdahari Purba Para** under the jurisdiction of Kolkata Municipal Corporation, **Ward No. 111**;
- E. The Land owner has also got his name recorded as owner of the Project Land in the records of the Block Land and Land Reforms Officer (“**BLLRO**”) pursuant to which Khatian No. LR 1851 for LR Dag No. 859 was allotted to the Land owner.
 - F. The Promoter on the behalf on the Land owner herein has submitted the requisite plans to the Kolkata Municipal Corporation for the purpose of sanction of the Project and pursuant thereto, has gifted to the Kolkata Municipal Corporation, Strip of land portions for road widening (detailed in the Second Schedule hereunder).
 - G. The Project Land has been earmarked for the plotted development of a residential project and to be known as “**BENCHMARK-XVI**”.
 - H. The Promoter on the behalf on the Land owner herein has caused to have Building Plan being sanctioned by the Kolkata Municipal Corporation for construction of a building consisting of ground plus three floors at the Project Land (hereinafter referred to as the “**Project**”) being Building Sanction Plan No 2020110324 dated 18th day of February, 2021 for KMC Premises No. 364, Kamdahari Purba Para.
 - I. The Promoter on the behalf on the Land owner herein has obtained the final layout plan, Sanctioned Plan (as may be amended and supplemented from time to time at the instance of the Developer in accordance with Applicable Law), specifications and approvals for the Project and also for the apartments to be constructed thereat from The Kolkata Municipal Corporation.
 - J. The Promoter shall register the Project under the provisions of the Act (defined below) with the Real Estate Regulatory Authority at Kolkata as and when the registration process is made available to promoters/developers in West Bengal. Once registered, the registration number and other details may be made available to the Allottee upon request.
 - K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
 - L. The Allottee [had applied for/ is desirous of purchasing] a residential apartment in the Project and pursuant to the same has been allotted apartment

no. _____ having One / Two / Three Bedroom having carpet area (as per the Act) of _____ Sq. Mt. (equivalent to _____ square feet), on floor of the Building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered area of the ground floor of the said Building and together with pro rata undivided impartible indivisible share in the Common Areas of the said Building and further together with proportionate undivided share in the land underneath the said Building attributable to the said [apartment/unit] (the said unit No. hereinafter referred to as the "**Designated Unit**" and more fully and particularly described in the **THIRD SCHEDULE** hereunder written);

- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. 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.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Unit.

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

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

- (i) "**ACT**" means the Real Estate (Regulation and Development) Act, 2016 (as amended and supplemented from time to time);
- (ii) "**APPLICABLE LAW**" shall mean all laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (iii) "**REGULATIONS**" means the Regulations made under the Act;

- (iv) **"RULES"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act;
- (v) **"SECTION"** means a section of the Act;
- (vi) **"ARCHITECT"** shall mean Shri Sudhangshu Lahiri of 48, Postal Park, P.O. And P.S. Bansdroni Kolkata - 700070 having L.B.S. No 329 (I) issued by the Kolkata Municipal Corporation being appointed as Architect for the Project and its associates as structural consultant/supervising engineers to the Project or architects or any other firm appointed by the Promoter from time to time;
- (vii) **"SANCTIONED PLAN"** shall mean the plan sanctioned for the Project by the Kolkata Municipal Corporation vide Building Sanction Plan No 2020110324 dated 18th day of February, 2021 for KMC Premises No. 364, Kamdahari Purba Para and shall also include all revisions, modifications, alterations and additions thereof as may be obtained by the Promoter from time to time, subject to compliance of the Act;
- (viii) **"BUILDING"** shall, as the context may require, mean the Building named **BENCHMARK-XVI** [constructed/ proposed to be constructed], by the Promoter as per the Sanctioned Plan comprising of various self-contained units, constructed spaces and Parking Spaces capable of being held and/or enjoyed independently of each other on ownership basis, as per the specifications mentioned in the **FOURTH SCHEDULE** hereunder written.
- (ix) **"UNIT"**, whether called a dwelling unit or flat or premises or suit or tenement or unit or space or by any other name, means a separate and self-contained part of the Building in the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in the Building, used or intended to be used for any purpose;
- (x) **"PARKING SPACE"** shall mean covered parking spaces in the ground floor of the Buildings in the Project as expressed or intended by the Promoter at its sole discretion for parking of vehicles;
- (xi) **"CARPET AREA"** shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, columns, internal columns, areas under services shafts, Covered Balcony and/or Open Terrace Area but includes the area covered by the internal partition walls, as more particularly defined in the Act and certified by the Architect upon completion of the Project;
- (xii) **"SUPER BUILT-UP / SALEABLE AREA"** of a Unit shall mean the Carpet Area, Covered Balcony and/or Open Terrace Area together

with the proportionate share in the Common Portions, Parts and Common Areas attributable to such Unit at any point of time, as may be certified by the Architect, which certification shall be binding on the Parties.

- (xiii) **“COMMON PORTIONS, PARTS AND COMMON AREA”** or **“COMMON AREAS”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, covered spaces, amenities, that may have been may be built or installed or by the Promoter from time to time for the use and enjoyment thereof by all the allottees of the relevant Building and have been more fully and particularly set out in **Part A** of the **FIFTH SCHEDULE** hereunder written.
- (xiv) **“COMMON EXPENSES”** shall mean and include the expenses for Common Purposes as mentioned in **Part B** of the **FIFTH SCHEDULE** hereunder written to be paid borne and contributed by the allottees of the Project for Common Purposes;
- (xv) **“CAM CHARGES”** shall mean the proportionate share of Common Area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Designated Unit, the Buildings, Project and the Common Areas including costs of insurances, supervisory expenses and proportionate tax for the Common Areas but excluding property taxes payable in respect of the various other units.
- (xvi) **“COMMON PURPOSES”** shall include the purposes of managing and maintaining the Project, the Building(s) and in particular the Common Areas, rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas in common;
- (xvii) **“MAINTENANCE AGENCY”** shall mean the entity as may be appointed by the Promoter, from time to time, for the Common Purposes till such time the maintenance of the Project is handed over to the Association.
- (xviii) **ASSOCIATION”** shall mean an association of all the unit owners of the Project (including the Promoter for such units of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed by the unit owners in accordance with Applicable Law at the instance of the Promoter for the Common

Purposes with such rules and regulations as shall be framed by the Promoter;

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

1. TERMS:

- (i) On the assurance of the Allottee having understood and being fully acquainted with the scheme of development of the Project and subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Unit.
- (ii) The Total Price for the Designated Unit and appurtenances is Rs. _____ (Rupees _____ only) (**“Total Price”**):

Premises No	364, Kamdahari Purba Para
Designated Unit No.
Type	1 / 2/ 3 bedroom
Floor	First / Second / third
Carpet Area as per the Act (in Sq. Ft.)	
Exclusive Covered Balcony and/or Open Terrace Area (in Sq. Ft.)	
Super Built-Up/ Saleable Area (in Sq. Ft.)	
Price of Designated Unit (Super Built Up/ Saleable Area) (in Rs.)	
Reservation of right of Parking Space	Reserved/Not reserved
1 - Type	1 - Covered
2 - Size	2 - Area in sq ft
3 - Location & Slot Number	3 - Marked on plan enclosed/ Not Applicable
Total value of reserving the Parking space/s	Rs...../-
Total Consolidated Price of the Designated Unit (in Rs.) without Taxes	Rs...../-

Taxes on the Consolidated Price (in Rs.)	Rs..... /- The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
TOTAL PAYABLE TO THE PROMOTER (A)	Rs..... /-
<p>Extra Charges / Deposits</p> <p>1. Common Electricity</p> <p>2. Lawyer's / Project Advocate's Fee</p> <p>3. Stamp & registration fee and other incidental expenses for Registration</p> <p>4. Deposit to cover the estimated maintenance of 12 months</p> <p>5. Security Deposits/ Sinking Fund</p>	<p>Payable directly to the Promoter or at its instructions, to the relevant service providers wherever applicable.</p> <p>Rs..... /- Proportionately share as per Super Built- Up/ Saleable Area payable to the residential Association as reimbursement for obtaining common electricity.</p> <p>Rs. /-</p> <p>As applicable</p> <p>Rs..... /- Proportionately share as per Super Built-Up/ Saleable Area to the Maintenance Authority</p> <p>Rs..... /- Rs /- per Sq. Ft. of Super Built-Up/ Saleable Area to the Promoter to be transferred to Association.</p>

Taxes on Extra Charges (in Rs.)	The Goods & Service Tax and any other applicable tax
	on the Extra Charges shall be payable by the Allottee as per prevalent rates
TOTAL PAYABLE AS EXTRAS (B)	Rs..... /-
Total Price (in Rs.) (A+B)	Rs/- Sum total of Consolidated Price, Extra Charges and Taxes

##The above computation has been prepared assuming that the Allottee will also purchase a vehicle parking space. In case the Allottee doesn't, necessary changes to this draft will be carried out on a case to case basis.

Explanation:

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

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

- (c) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make payment demanded by the Promoter within 30 (thirty) days of the Promoter's demand and in the manner specified in such demand. 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.

- (d) The Total Price of Designated Unit includes recovery of price of land, construction of not only the Designated Unit but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the Designated Unit, water line and plumbing, finishing with plaster of paris, tiles, doors and windows in the Common Areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Unit and the Project described herein at the **FOURTH SCHEDULE**.
- (iii) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the 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.
- (iv) The Allottee(s) shall make the payment as per the payment plan set out in the **SEVENTH SCHEDULE** hereunder written ("**Payment Plan**").
- (v) It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at the **FOURTH SCHEDULE** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Designated Unit as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

- (vi) The Allottee agrees that he/they/it is/are aware that the Promoter is developing and/or proposing to develop the Land and occupants of the Building on the said land will be entitled to use the Common Areas, amenities, facilities and installations only in the Building, as the case may be. The Parking Spaces shall be used by exclusively by the unit owners in the Project who have been allotted such Parking Spaces for parking of their respective vehicles. The Allottee agrees to not raise a demand, dispute, claim and/or any other similar assertion with respect to the same.

- (vii) The Allottee agrees that it shall under no circumstances, obstruct the parking space of another unit owner. It further understands that there various parking spaces in the Project will be used as back-to-back parking spaces and the Allottee shall ensure that its vehicle does not hinder or obstruct the usage by other unit owners of their respective parking spaces (including those being used on a back-to-back basis). The Allottee shall fully cooperate with the other unit owners in this regard.

- (viii) The rights of the Allottee are limited to ownership of the unit No. _____ together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered area of the ground floor together the proportionate undivided and impartible share in the land underneath the Building together with a pro rata undivided impartible indivisible share in the Common Areas of such Building and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- (ix) The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate for all the units in such Building are obtained, by furnishing details of the changes, if any, in the Carpet Area. If there is any increase in the Carpet Area, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1 (ii) of this Agreement.

- (x) Subject to para 9 (c) the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Unit as mentioned below:
 - (a) The Allottee shall have exclusive ownership of the Designated Unit.

 - (b) The Allottee shall also have undivided proportionate share in the Common Areas of the Building. Since the share interest of the Allottee in the Common Areas of the Building is undivided and cannot be divided or separated, the Allottee shall use such Common Areas along with other occupants, maintenance staff etc. of the Building, without causing any inconvenience or hindrance to them and as per the rules made in this respect. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of CAM Charges and other charges as applicable. It is clarified that the Maintenance Agency shall hand over the Common Areas of the Project to the Association after duly obtaining the completion certificate from the relevant authority as provided in the Act.

 - (c) That the computation of the price of the Designated Unit includes recovery of price of land, construction of not only the Designated

Unit but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the Designated Unit, water line and plumbing, finishing with plaster of paris, tiles, doors and windows in the Common Areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Unit and the Project;

- (xi) It is made clear by the Promoter and the Allottee agrees that the Designated Unit along with the right to use the Parking Space allotted to the Allottee shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Building's facilities and amenities as per the **FOURTH SCHEDULE** and the **FIFTH SCHEDULE** hereunder written shall be available only for use and enjoyment of the unit owners of the Building. For the purpose of integration of infrastructure for the benefit of the unit owners of the Project.
- (xii) The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, CAM Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Designated Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. Provided that notwithstanding anything contained herein, upon handing over the possession of the Designated Unit to the Allottee or registration of the Deed of Conveyance, whichever is earlier, all outgoings of the Designated Unit (including municipal or other local taxes, charges for water or electricity, CAM Charges, and such other liabilities payable to competent authorities which are related to the Designated Unit) shall be payable by the Allottee.
- (xiii) The Allottee has paid a sum equivalent to 9.99% of the Total Price of the Designated Unit as booking amount being part payment towards the

Total Price of the Designated Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Unit as prescribed in the Payment Plan as may be demanded by the 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.

- (xiv) The Promoter has agreed to sell, transfer and the Allottee has agreed to purchase and acquire ALL THAT the Designated Unit being Unit No. "___" on the _____ Floor of the Building at Premise No. 364, Kamdahari Purba Para, Kolkata 700084, having One / Two / Three Bedroom apartment having carpet area (as per the Act) of _____ Sq. Mt. (equivalent to square feet), on ___ floor in the Building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered area of the ground floor and together with pro rata undivided impartible indivisible share in the Common Areas of the relevant Building only and further together with together with proportionate undivided share in the land beneath Building attributable to the said [apartment/unit] as per specifications as mentioned in **FOURTH SCHEDULE** on ownership basis free of all encumbrances, charges, liens, lispensens, attachment, trusts, whatsoever or howsoever at and for the consideration and subject to the terms and conditions herein contained.
- (xv) The Allottee shall in addition to the aforesaid pay extra charges or costs as mentioned in **SIXTH SCHEDULE** hereunder written.
- (xvi) That the Allottee shall pay to the Maintenance Agency / Association deposits as stated in **SEVENTH SCHEDULE** hereunder written.
- (xvii) Till the date of handing over of possession or registration of the deed of conveyance, whichever is earlier, the Promoter shall be liable to pay all municipal rates and taxes, local taxes, charges for water or electricity, CAM Charges, in respect of the Designated Unit. However, upon handing over of possession or registration of the deed of conveyance, whichever is earlier, all charges, expenses, levies, taxes and other costs in respect of the Designated Unit shall be borne by the Allottee only.

2. **MODE OF PAYMENT:**

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

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- a. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendments/modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law.

The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; it/he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS OF ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as

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

6. **CONSTRUCTION OF THE PROJECT / DESIGNATED UNIT:**

The Allottee has seen and accepted the proposed layout plan, specifications, amenities and facilities of the Designated Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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 Act and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE DESIGNATED UNIT:**

a. **Schedule for possession of the said Designated Unit**

The Promoter agrees and understands that timely delivery of possession of the Designated Unit to the Allottee and the Common Areas to the Designated Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Designated Unit along with ready and complete common areas with all specifications, amenities and facilities of the Building in place within **15.07.2024** with a grace period as granted by the Real Estate Regulatory Authority subject to delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the 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 Designated Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the Project due to Force Majeure conditions then this allotment shall stand terminated and the Promoter shall

refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that it/ he/she shall not have any rights, claims etc. against the Promoter and/or the Designated Unit and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

b. Procedure for taking possession

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

Provided that the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of such completion certificate, subject to the Allottee discharging all its obligations (including payment obligations) contained in this Agreement.

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

Provided if the Allottee takes such possession and pays the Total Price, stamp duty, registration charges etc., and gets the conveyance registered in its favor, the 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, after taking possession, agree(s) to pay the CAM Charges as determined by the Maintenance Agency/Association, as the case may be after taking possession of the Designated Unit and/or registration of the Deed of Conveyance, whichever is earlier. The Promoter shall hand over the copy of the completion certificate of the Designated Unit or the written intimation referred to above, as the case may be, to the Allottee at the time of conveyance of the same.

c. Failure of Allottee to take Possession of Designated Unit

Upon receiving a written intimation from the Promoter as per Para (b), the Allottee shall within the period mentioned in such intimation take possession of the Designated Unit from the Promoter by executing

necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para (b), such Allottee shall continue to be liable to pay CAM Charges as specified in para (b) and all taxes and outgoings relating to the Designated Unit and for all damages to the Designated Unit and/or other parts of the Building i.e., the Allottee would have been deemed to have taken possession of the Designated Unit.

d. Possession by the Allottee

After obtaining the completion certificate or handing over physical possession of the Designated Unit to the Allottee, as the case may be, it shall be the responsibility of the Promoter to hand over the documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the local laws.

e. Cancellation by Allottee

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit an amount equal to the sum of (i) 9.99% of the Total Price being the Booking Amount, (ii) all interest liabilities of the Allottee accrued till date of cancellation, (iii) brokerage paid to real estate agent/broker (if any) (iv) stipulated charges on account of dishonor of cheques, (v) administrative charges as per Promoter's policy (collectively "**Cancellation Charges**") and applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation or upon resale of the Designated Unit whichever is earlier subject to execution and registration of the Deed of Cancellation as mentioned hereinafter. The Allottee is also required to execute and present for registration a Deed of Cancellation of the allotment and the Allottee hereby agrees to do so at his own cost and expenses without any claim charge and demand and only on registration of such Deed of Cancellation of allotment, shall the Allottee be entitled to refund of the balance amount.

f. Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title to the Project Land, on which the Project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Unit (*i*) in accordance with the terms of this Agreement, duly completed by the date specified in para (a); 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 by the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

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

- a. The Promoter 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 the Promoter has absolute, actual, physical and legal possession of the Project Land;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c. As on the date of this Agreement, there are no encumbrances upon the Designated Unit and appertaining share in the Project Land or in the Project;
- d. There are no litigations pending before any Court or law or Authority with respect to the Project Land, Project or the Designated Unit;
- e. Save as otherwise disclosed to the Allottee, all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable

Laws in relation to the Project, Project Land, Building and Designated Unit and Common Areas (save as otherwise disclosed to the Allottee);

- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Designated Unit to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Unit to the Allottee and possession of the Common Areas to the Association upon the same being registered or the competent authority as the case may be;
- j. The Designated Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Designated Unit;
- k. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities either till the Allottee takes over possession or gets a deed registered, whichever is earlier, or till the completion certificate has been issued and proportionate share (attributable to the Designated Unit) thereof till the period mentioned in the intimation to the Allottee to take possession of the Designated Unit along with use of Common Areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the Association when registered or the competent authority, as the case may be;
- l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- m. That the Project Land is not WAQF property.

- n. The Promoter has, as per the Sanctioned Plan and norms of the Kolkata Municipal Corporation, provided for a soak pit and septic tank for the Project and has also done all internal water connections for the entire Project.
- o. In terms of the approval given by WBSEDCL Ltd., the Promoter has applied / obtained the main electricity line for the Project. The Allottee shall be entitled to take sub meters from WBSEDCL Ltd., at its own cost, for which, the Promoter shall not be accountable or responsible.

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

- a. It shall not interfere in any manner whatsoever in any connection with the construction of the Building/s, the Project or any part thereof by the Promoter and/or building contractor appointed by the Promoter except in respect of finishes, mentioned specification of construction etc.
- b. It has been made aware and has acknowledged that the Promoter may, in future, avail of construction finance, project loans or any other financial assistance by providing the Project Land as security for due repayment of such financial assistance (save and except those spaces, units and the Designated Unit which have been sold and transferred with a corresponding proportionate undivided share and interest in the land underneath the Building). The Allottee agrees that for the foregoing purpose, no consent (whether verbal or written) will be required from the Allottee and by executing this Agreement, the Allottee is deemed to have approved and consented to such right available with the Promoter.
- c. It shall pay the proportionate share of municipal rates and taxes levied by any statutory authorities and to pay all charges for electric, gas, telephone and other facilities on and from the date on which the deed of conveyance in respect of the Designated Unit is registered, or possession is handed over to the Allottee, whichever is earlier.
- d. It shall not do any act or deed whereby the Promoter's rights and obligations hereunder are prejudicially affected.
- e. It shall not throw any rubbish or store any combustible articles in the Common Areas.
- f. It shall not carry on any illegal or immoral activities in the Designated Unit.
- g. It shall not decorate or paint otherwise so as to alter the exterior of the said Designated Unit save in accordance with the general scheme thereof as specified by the Promoter.

- h. It shall not claim any partition or sub-division of the Project Land, the land underneath the Building or the Common Areas.
- i. It shall not divide the Designated Unit into smaller units.
- j. It shall not make civil and structural changes inside or outside the Designated Unit.
- k. It shall maintain the Designated Unit in good, habitable and tenable condition and if so necessary make all necessary repairs for proper enjoyment of the Project by other unit owners. It being agreed between the Parties that notwithstanding any sub-letting, leave and license and/or other similar arrangements that the Allottee may enter into with any third person, the Allottee shall, at all times, remain responsible for the compliance of the terms hereof (including timely payment of CAM Charges, abiding by the rules framed by the Association etc.) and the Promoter shall, in no manner, be responsible for the compliance and/or non-compliance by any tenant, assignee, lessee and/or licensee of the Allottee for the purposes of this Agreement and the Designated Unit.
- l. It shall install Grill only as per approved design.
- m. It shall install window/split air conditioner at designated space(s) provided in the said Designated Unit and in case it wishes to make any changes to such spaces, it/he/ she shall do so only with prior written approval from the Promoter.
- n. It agrees and acknowledges that the Promoter has the exclusive rights for further or future development by construction of further flats or by construction of additional floors subject to permissions being granted by the Kolkata Municipal Corporation. In such circumstances the Allottee agrees that the proportionate undivided common share in the land underneath the Building and/or in the Common Areas shall be allowed to be varied and/or reduced and the Allottee doth hereby covenants and agrees to the same.
- o. It covenants not to seek possession of the Designated Unit until the Total Price (to the extent payable), interest, default penalties together with deposit as stated herein are paid to the Promoter in accordance with the terms hereof.
- p. It further covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Unit in the records of the Kolkata Municipal Corporation, shall be solely to its own account without any reference and/or risk to the Promoter.

- q. The Allottee covenants not to, at any point of time, enclose or butt the Parking Space by way of constructing a wall or enclosing the same with a grill.
- r. The Allottee undertakes and confirms that the Allottee and its advisors (including its engineer, architect, its advocate) have satisfied themselves with respect to the size, quality, validity, title, genuineness and all other attributes of the Designated Unit, the Building, and the Project and for which, it shall not raise any claim and/or demand at any time in the future.

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

- a. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
 - 1. Promoter fails to provide ready to move in possession of the Designated Unit to the Allottee within the time period specified under this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Designated Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Architect's certificate or completion certificate, as the case may be, has been obtained.
 - 2. 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 there under.
- b. In case the Allottee complies with his obligations under this Agreement and there is default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - 1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or
 - 2. 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 head whatsoever towards the purchase of the Designated Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

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

- c. The Allottee shall be considered under a condition of default, on the occurrence of the following events:
1. In case the Allottee fails to make payments for 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 amounts at the rate prescribed in the Rules;
 2. In case of default by the Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The balance amount of money paid by the Allottee (other than taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

10. CONVEYANCE OF THE SAID DESIGNATED UNIT

The Promoter, on receipt of Total Price of the Designated Unit as per para 1 (ii) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Unit together with proportionate indivisible share in the Common Areas of the Building within 3 months from the date of issuance of the completion certificate to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. DEFECT LIABILITY:

- a. 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 this Agreement 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 handover of possession of the Designated Unit or the Promoter obtaining the completion certificate, whichever is earlier, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- b. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
 - (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Designated Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes.
 - (b) If there are changes, modifications or alteration in electrical lines and wirings after possession has been given to the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations.
 - (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.
 - (d) If the Allottee after taking actual physical possession of the Designated Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Designated Unit by making any changes in the Designated Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter.
 - (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances

of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.

- (f) If the materials and fittings and fixtures provided by the Promoter or other vendors are not being maintained by the Allottee or its agents in the manner in which same is required to be maintained or have been tampered with or fitted or refitted in non-compliance or ignorance of the product use requirements, product maintenance requirements or annual maintenance requirements as per the manufacturer's guidelines for such material or fittings.
 - (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Designated Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - (h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
 - (i) If the annual maintenance contracts and other licenses are not validly maintained by the Association.
- c. Notwithstanding anything hereinbefore 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 Designated Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

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

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

13. RIGHT TO ENTER THE DESIGNATED UNIT FOR REPAIRS:

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

14. USAGE

Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as Parking Spaces and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, and equipment etc. and other permitted uses as per the Sanctioned Plan. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as the Allottee's Parking Spaces and the same shall be reserved for use by the Association formed by the unit owners for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:

- a. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the rules of the Maintenance Agency/ Association and maintain the Designated Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Unit and keep the Designated Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- b. The Allottee further undertakes, assures and guarantees that it/he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Unit.

- c. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- d. The Allottee covenants that any consequences as a result of any delay on the part of the Allottee to complete mutation of the Designated Apartment in the records of the Kolkata Municipal Corporation or BLLRO as applicable, shall be solely to its own account without any reference and/or risk to the Promoter.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. FORMATION OF ASSOCIATION:

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of the 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.

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

25. SEVERABILITY

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

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

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

27. 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.

28. PLACE OF EXECUTION

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated

by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee:

_____Name of Allottee_____ (Allottee Address)

Promoter:

M/S. SOUMYA CONSTRUCTION, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrani, Kolkata-700084, represented by its sole proprietor namely SRI. SOUMYAJIT MAITI (PAN NO. _____) (AADHAAR NO. _____), son of Sri. Ranjit Kumar Maity, by faith-Hindu, by Occupation – Business, by Nationality – Indian, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrani, Kolkata-700084.

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

30. 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.

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

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

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

33. SAVINGS

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

34. JURISDICTION:

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

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

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

37. The Allottee shall be responsible for paying stamp duty and registration fees (if any) as applicable for this Agreement.

38. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

FIRST SCHEDULE

(DESCRIPTION OF THE PROJECT LAND)

ALL THAT piece and parcel of Bastu land measuring more or less about **4 Cottahs 5 Chittaks 28 Sq.ft.** together with a G+III storied building standing thereon at R.S. Dag No. 859 & 859/1131 corresponding to L.R. dag No. 859 and R.S. Khatian No. 279 corresponding to L.R. Khatian No. 1851 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being **Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar, Kolkata- 700084** District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward

No. 111, Assessee No. 311111203640, District South 24 Parganas, the said land is butted and bounded as follows:-

On the North: By 13 ft. wide Kolkata Municipal Corporation Road;

On the South: By portion of Premises No. 364, Kamdahari Purbapara;

On the East : By Part of Dag No. 859 and Corporation Road 10 ft;

On the West : By 8 ft wide Kolkata Municipal Corporation Road;

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SECOND SCHEDULE
(Devolution of title concerning the Project Land)

Ownership of MR. PARTHA SARATHI SENGUPTA

1. by a Deed of Partition dated 2nd July, 1981 which was registered at the District Sub Registrar Office at Alipore being Deed No. 7663 for the year 1981 the father of the Land Owner namely Ram Krishna Sengupta became absolute Owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel and messuage hereditaments and premises containing an area of 8 Cotthas 12 Chittaks 21 Sq.ft. appertaining to R.S. Dag No. 859 and 859/1131 under Khatian No. 279 of Mouza-Kamdahari, J.L. No.49, Touzi No.14, R.S. No. 200, Police Station Bansdroni formerly Regent Park prior to that Jadavpur and prior to that Tollygaunge, Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

2. the said Ram Krishna Sengupta seized and possessed of ALL THAT piece and parcel of Bastu land together with building containing an area of measuring 8 Cotthas 12 Chittaks 21 Sq.ft. be the same a little more or less situated and lying at being within Premises No. 364, Kamdahari Purba Para, Kolkata-700084 together with old dilapidated structures building thereon standing appertaining to R.S. Dag No.859 and 859/1131 under Khatian No.279 of the Mouza Kamdahari, J.L. No.49, R.S. No.200, Pargana Magura, Touzi No.14, Police Station Bansdroni formerly Regent Park prior to that Jadavpur and prior to that Tollygaunge Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

3. Sova Rani Sengupta died predeceased before Ram Krishna Sengupta i.e. wife of Ram Krishna Sengupta since deceased died on 12th day of May 1972.

4. the said Ram Krishna Sengupta while seized and possessed of the said property died intestate on 9th January, 1990 leaving behind him surviving as his legal heirs namely his five daughters viz. Smt Ila Dasgupta, Smt. Keya Dasgupta,

Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta. On the death of the said Ram Krishna Sengupta the said piece or parcel of land together with the said one storied building and others structures and parts thereof devolved on the said survivors and legal heirs each being entitled to 1/6th share therein according to Hindu Law.

5. the said Legal Heirs of Ram Krishna Sengupta had mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 31111203640.

6. the said legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta, jointly seized and possessed of ALL THAT piece and parcel of land measuring 8 Cottahs 12 Chittaks 21 Sq.ft. at premises No. 364, Kamdahari Purbapara, P.S. Bansdrani, P.O. Garia, Kolkata – 700084, appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdrani formerly Regent Park prior to Jadavpur then prior to Tollygaune Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.

7. the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta, while possessing the said land, they sold, transferred and conveyed 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft together with one storied building there of lying and situated at Premises No. 364, Kamdahari Purbapara, P.S. Bansdrani, P.O. Garia, Kolkata – 700084 to one Smt. Sutapa Ghosh, wife of Sri Sakti Ranjan Ghosh of 29/7, Kamdahari, Purbapara, Kolkata – 700084, by virtue of a Deed of Conveyance registered on 15th July, 2011 and which was duly registered in the office of A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 24, Page from 3257 to 3284, Being No. 160505129 for the year of 2011.

8. after the above mentioned transfer of land measuring 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft., the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta jointly seized and possessed of ALL THAT piece and parcel of Bastu Land containing an area of became the absolute owners of 4 Cottahs 5 Chittaks 28 Sq.ft TOGETHER WITH one storied building thereof lying and situated at Premises No. 364, Kamdahari, Purbapara, Kolkata – 700084 each being entitled to 1/6th therein according to Hindu Law.

9. the Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta jointly have remained in full possession and

ownership of ALL THAT piece and parcel of undivided 5/6th shares of land together with one storied building thereof lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata – 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No .279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas, together with all easement right including right of ingress and egress over the private passage belong to the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta leading to the Municipal Road with right to take its sewer, drain connection, electric, water, telephone gas, etc. over and beneath the said common passage free from all encumbrances which was gifted or bequeath by Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta to the Land Owner herein namely Parthasarathi Sengupta, by virtue of a registered Deed of Gift which was registered on 15th day of July, 2011 and recorded in Book No. 1, CD Volume No. 24, Page from 3285 to 3304, Being No. 05132 for the year 2011.

10. in the said Deed of Gift being No. 05132 for the year 2011 due to a typographical mistake the Principal land and/or mother land of the said property was wrongly written as 8 Cotthas 13 Chittaks 36 Sq.ft. in page No. 5 on Line No. 5 of the said Deed of Gift in place of actual area 8 Cotthas 12 Chittaks 21 Sq.ft. which was correctly rectified in Deed of Declaration dated on 28th day of November, 2011 registered in the Office of A.D.S.R. Alipore being Deed No.02523 for the year 2011.

11. the said Land Owner Mr. Parthasarathi Sengupta became the owner of ALL THAT piece and parcel of 4 Cottahs 5 Chittaks 28 Sq.ft. of land more or less lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata – 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.

THIRD SCHEDULE
(DESCRIPTION OF THE DESIGNATED UNIT)

ALL THAT the residential Unit No. [•] having carpet area as per the Act of [•] square feet, more or less, and exclusive Covered Balcony and/or Open Terrace Area having a carpet area of [•] sq ft more or less and being the

Super Built-Up/ Saleable Area of [•] sq ft more or less on the [•] floor of the Building consisting of a Drawing/Dining cum kitchen room, one/two/three Bed rooms, One Kitchen/ pantry, one/two Toilet/s, and one WC area **TOGETHER WITH** the proportionate undivided indivisible share in the land underneath the Building **TOGETHER WITH** the right to use vehicle parking spaces on the covered portion of the ground floor having a carpet area ofSq. Ft. each bearing Nos., AND **TOGETHER WITH** the right to use the Common Areas of the Building as and when they are constructed and made ready and fit for use to be used with all other unit owners of the Units (including apartments) [subject to payment of municipal rates and taxes and common maintenance expenses] in the Project named 'BENCHMARK-XIV at Municipal Premises No. 364, Kamdahari Purba Para, Kolkata 700084 within the jurisdiction of the Kolkata Municipal Corporation, under P.S. Bansdroni, P.O. Garia.

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

FOURTH SCHEDULE

(Specifications of Construction of the Building)

1. Foundation : As per Kolkata Municipal Corporation Structural Sanction Plan.
2. Plinths : As per Kolkata Municipal Corporation Structural Sanction Plan.
3. Super Structure : As per Kolkata Municipal Corporation Structural Sanction Plan.
4. Walls : As per Kolkata Municipal Corporation Structural Sanction Plan.
5. Floor Finishing Skirting Dado etc. : Vitrified tiles flooring 4" skirting and margin and 6'-4" Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet vitrified tiles flooring to 6' from the floor height.
6. Plaster : the outside of the building wall have cement plaster (1:6) $\frac{3}{4}$ (Average) where at the inside and the ceiling plaster will be 1/2" thick. (Average) in 1:4 with plaster of paris finishing inside and outside plaster shall be of cement and sand.
7. Outside Painting : Weather Coat
8. Doors : (a) Wooden Frame (Sal Wood) of each door.
(b) Commercial flash door with Teak ply pasting and polished.
(c) Aluminum Tower Bolt
(d) Hasbold Handle for door for bedroom

(e) Electrical bell point

9. Windows : Aluminum Sliding windows with (3mm) white clear glass and grill of good quality.

10. Toilet Fitting :

(a) One W.C. and white commode with white P.V.C. cistern.

(b) One white porcelain washbasin.

(c) One Shower.

(d) Two Taps.

11. Kitchen: The Kitchen will have a cooking platform with black stone, sink(stainless steel) with water connection, one point with bib-cock, will be provided in the kitchen, glazed tiles will be in front of cooking base (6'0"-2'6") with vitrified tiles flooring.

12. W.C. : (a) One European White commode with white P.V.C., cistern,

(b) One Tap

13. Stair Case & Floor : (a) Stair Case vitrified tiles floor will be provided with railing with wooden handle.

(b) Cabin for electric meter.

(c) 4" thick (average) lime tracing will be provided roof slab/or tiles.

(d) 3' height parapet wall will be provided all round the roof.

(e) The staircase and the floor of the flat will be by vitrified tiles finishing.

15. Sanitation & Cleanliness : Proportioned expenses of all owners/occupiers after completion of construction.

16. Electricals : Concealed wiring with copper wires wiring for installation.

a) Each bed room : 2 light points, 1 fan point, 2 plug points (5 amp), 1 A.C. point.

b) Living/Dining : 2 light points, 2 fan point, 2 plug points (5 amp)

c) Kitchen : 1 light, 1 exhaust fan point (5 amp), 1 power point (15 amp).

d) W.C. : 1 light point (5 amp)

e) Toilet : 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp).

f) Each Balcony : 1 light point (5 amp)

g) Required points for pump, stair, common passage and roof.

17. Water Supply ; One R.C.C. Overhead Reservoir provided on the top of the last roof as per design.

FIFTH SCHEDULE

(Common Areas, Common Parts and Common Equipment)

1. The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land.
2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat and car parking space as per apartment rule and possible in that area.
5. Common area, the stair case and its landing passage, outer wall, roof, over head tank, reservoir, common pump machine, entrance, all vacant portions.
6. There is Lift facility in the said building.

Part B

(Common Expenses)

1. All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
2. The salaries and all expenses for the all persons employed for the common purpose.
3. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
4. Cost of establishment and operations of the society (if society form) relating to the common purpose.
5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.

SIXTH SCHEDULE

(Details of Extra Charges)

1. **Common Electricity** – Common electricity expenses calculated at the rate of Rs. _____ per Sq. Ft. of the Super Built-Up/ Saleable Area being the supply charges, security deposit of WBSEDCL and miscellaneous expenses for the supply to the Project for Common Purposes to shall be payable by the Allottee at the time of execution of this Agreement.

2. **Individual Electricity** – The Allottee shall apply on his own for his/her/its individual meter after taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier, and all supply charges and security deposit of the WBSEDCL shall be paid by him/her/it directly to WBSEDCL together with supply, installation and payment of any additional switches / gadgets as per the requirement of WBSEDCL. Such individual meter shall be installed only in the specific space provided in the Building by the Promoter.
3. **Legal Fees** – Fees and expenses on account of legal fees being Rs. 12,000/- shall be payable by the Allottee (for its Unit) directly to the Project Advocate or to the Promoter, as may be decided by the Promoter. The same shall be payable 50% at the time of this Agreement and balance 50% at the time of taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier. In case the Agreement for Sale is required to be registered, an additional sum of Rs.5, 000/- per document is to be paid in addition of the above amount. If there is any reference or need of the Allottee is required, an additional fee may be required to be paid.
4. Stamp Duty, registration charges and other allied charges and out of pocket expenses for registration of the Deed of Conveyance and other related items (to be paid at least ten days in advance as per the e-assessment slips verified by the Advocate / Solicitor).

SEVENTH SCHEDULE
(Payment Plan)

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

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

7 % immediately on completion of the brickwork of the Designated Unit and GST applicable	Rs...../-
7 % immediately on completion of the Aluminium Windows of the Designated Unit and GST applicable	Rs...../-
7 % immediately on completion of the flooring of the Designated Unit and GST applicable	Rs...../-
7% immediately on completion of the Wooden Doors of the Designated Unit and GST applicable	Rs...../-
2 % at the time of possession or conveyance whichever is earlier and GST applicable	Rs...../-

** GST @ 1% or 5% or 12% or 18% will be applicable (As per applicable Law)
GST to be paid at each instalment of payment at per applicable rates.

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

SIGNED SEALED AND DELIVERED

By the **PROMOTER** at Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED

By the **ALLOTTEE** at Kolkata

In the presence of:

MEMO OF CONSIDERATION

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

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

Annexure A

Plan of the Designated Apartment showing the carpet area (as per the Act) delineated in Red

Annexure B

Plan of ground floor with parking areas in the Project and marking the location, identification number and area of the parking space being reserved for the Allottee delineated in Red