

Agreement for Sale

This Agreement for Sale ("**Agreement**") executed on this _____day of _____, 2024

BETWEEN

1. **M/s. Panchmahal Realtors Private Limited (PAN AAHCP3223C)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;
2. **M/s. Panchpushap Construction Private Limited (PAN AAHCP3224F)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;
3. **M/s. Jhilmil Complex Private Limited (PAN AADCJ1562A)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;

Above all are represented through one of their Director namely **Abul Kalam Biswas**, Son of Abdul Kader Biswas, by faith Islam, by occupation Business, by Nationality- Indian, residing at Malayapur, Maliapur, Post Office Raghunathpur, Police Baduria, District North 24 Parganas, PIN 743401, West Bengal (**PAN AOKPB1355B**) & (**Aadhaar No.4047 4443 9414**), hereinafter collectively called and referred to as the "**Land Owners**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and permitted assigns, executors, administrators and representatives) of the **ONE PART**

AND

M/s. Biswas Ventures LLP (previously known as Biswas Infracon LLP) [PAN AASFB5900A], a Limited Liability Partnership, governed under the Limited Liability Partnership Act, 2008, having its registered office at, 6ES1, 6th Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, represented by its authorised signatory namely __, son of __, working for gain at 6ES 1, 6th Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, (**PAN __**) & (**Aadhaar No. __**), hereinafter called and referred to as the "**Promoter**" which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and permitted assigns, executors, administrators and representatives) of the **OTHER PART**.

- AND -

1. **Mr/Mrs**..... (PAN No.), (Aadhaar No.) & (Mobile No.....), son of Mr....., by nationality-, by faith, by occupation-, residing at and
2. **Mr**..... (PAN No.....), (Aadhaar No.) & (Mobile No.), son of Mr....., by nationality-, by faith, by occupation-, residing at hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottees** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act 16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act, 2016;
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- d) "**Section**" means a Section of the Act.

WHEREAS:

- A.** The Land owners amongst themselves are the absolute and lawful owners of the land, hereinafter referred to as the "**Said Land**", described in **Schedule-B** hereunder written and comprises of the entirety of the portions shaded in '**RED**', in the annexed **Plan-A**. The devolution of title of the Land owners in the Said Land is detailed in **Schedule-A**.
- B.** The Said Land has been earmarked for executing a project, the project named as "**ORA HEIGHTS**" hereinafter referred to as the "**Said Project**". The Said Project is to have residential and commercial in one building, each of which will consist of separate and self- contained enclosed spaces, hereafter called the "**Apartments**" and the Apartments along with one open / covered Car parking space & "Shop Rooms", if any, allotted in respect of the same shall be considered as one single Unit, hereinafter called the "**Unit**". The manner in which the Said Project is being executed is detailed in **Schedule- J**.
- C.** 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 Land Owners regarding the Said Land on which Said Project is to be constructed have been completed.

- D. The Previous Owners has obtained a sanctioned building plan for Said Project, duly sanctioned by the Kolkata Municipal Corporation vide Building Permit no. 2023070018 dated 20.04.2023, hereafter called the "**Sanctioning Authority**". The Sanctioning Authority has granted the commencement certificate to develop the Said project vide approval dated 09.02.2024, hereafter referred to as the "**Approved Plan**".
- E. The previous owners has obtained the sanctioned plan and approvals for the Said Project and also includes the space that the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Apartment**", and the said Apartment alongwith the Car Parking space, if any, and the pro-rata share in the common portions and amenities will be hereinafter referred to as "**the Unit**". The Promoter agrees and undertakes that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has duly applied for the registration of the said project before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act and as a standalone project which is to be completed by 20/04/2028.
- G. The Allottee had applied for a Unit/Apartment in the Said Project and was allotted the Apartment in the under construction building, hereafter referred to as the "**Said Building**" along with a Covered / Open Car Parking space, as may be applicable. The *details of the carpet area of* the Apartment & shop, the Said Building, the Parking Space and its location, are described in **Schedule-J** and the pro-rata share in the Common Portions, as defined in Clause (n) of Section 2 of the Act, are detailed in **Schedule-D**. The Facilities and amenities are described in **Schedule I**.
- H. The Allottee hereby declares that it has or has caused to be examined, enquired and/or verified *inter alia*, the rights and titles of the land owners and the rights of the Promoter to the **Said Land**, the plan for the Said project namely "**ORA HEIGHTS**" and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Agreement and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Unit owners and occupiers of the project will be entitled to use and enjoy the common portions of the said project.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the

Said Project.

- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Parking Space (if applicable), which shall together be considered as a composite Unit, as more fully specified in **Schedule-D**.

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

1. TERMS:

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 Unit as specified in **Para G** hereinabove.

The "**Total Price**" for the Unit is based on its carpet area and the amount that the Allottee shall pay to the Promoter for it is mentioned in **Schedule-K** and the manner the same is to be paid is as per the "**Payment Plan**" mentioned in **Schedule-L**.

Explanation:

- (i) The Total Price above includes 10% (ten percent) of the Unit/Apartment Cost, hereafter called the "**Booking Amount**" paid by the Allottee to the Promoter towards the Unit/Apartment, prior to execution hereof, the receipt whereof the Promoter hereby admits and acknowledges. Also note that, any amount paid at the time of first site visit, or on expression of interest or before receiving the final Booking letter, shall be deemed considered to be a part of the Booking Amount, which is 10% (Ten Percent) of the Unit/ Apartment Cost.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied), in connection with the construction of the Said Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the Unit to the Allottee and the Project Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate with respect to the said project.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with **Schedule-L** and the Allottee shall make payment towards the amount demanded by the Promoter within 30 (thirty) days from the date of such written intimation. Where the Allottee has taken a 'home loan' for the Apartment, any delay in payment disbursement of the loan account will be the sole responsibility of the Allottee and such delay may not be held against the Promoter as a cause for the delay in making payment. 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. It is also agreed by the Allottee that in case the Allottee fails to make payment towards the amount demanded within the time frame mentioned, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.
- (iv) The Total Price of the Unit includes the recovery of price of land, construction of not only the Apartment and the parking space but also the pro-rata share in Project Common Portions, internal development charges such as finishing with paint, marbles, tiles, doors, windows, etc.
- (v) Infra development charges which shall mean and include cost of providing electric wiring, electrical connectivity to the Apartment, Transformer, Generator, water line and plumbing, Sewage Treatment plant, Water treatment plant, fire detection and fire-fighting equipment in the common areas, making of internal road, laying of water pipeline, optical fibre lines, sewerage lines and other infrastructural requirements beneath the internal roads, association formation charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Project.
- (vi) External Development Charges which shall include the cost of development of the Main Arterial Road which shall include the making and development of the Main Arterial Road, laying of underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity which shall be required and used to connect the said project, as more fully described in Clause of Schedule- C here under.
- (vii) The Total Price will however not include Maintenance Charge Deposit and Sinking Fund, for 12 (twelve) months from the date of possession, and which the Allottee will be required to pay at or before taking possession of the Apartment. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while

raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification, order, rule or regulation, as the case may be, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority as per the Act, the same shall be paid by the Allottee. The Allottee shall make the payment as per the Payment Plan set out in **Schedule-L**.

(viii) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the Specifications described herein at **Schedule-H** as also the nature of the fixtures, fittings and amenities, hereafter referred to as the "**Amenities & Facilities**", described herein at **Schedule-I**, which are in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected, in respect of the Apartment without the previous written consent of the Allottee as per provisions of the Act. Since the housing complex will be developed project-wise the description and location of the common areas/amenities pertaining to the entire housing complex may change.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, subject to the Allottee making advance payment in favour of the Promoter towards such additions and/or alterations as quoted by the Promoter.

(ix) The allottee agrees and understand that all the standard fitting, interior, furniture, kitchenette and fixtures and dimension provided in the show/model residential units exhibited at the site only provides representative idea and the actual apartment agreed to be constructed will not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the allottee shall not put any claim for such variation. The promoter shall ensure that only approved specifications mentioned in the schedule- H hereunder is maintained.

(x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said project is complete and the occupancy certificate or the completion certificate, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area

within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty- five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule- L**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-J** of this Agreement.

(xi) Subject to above mentioned clause the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

1. The Allottee shall have exclusive ownership of the Apartment/Commercial space and the exclusive right to use the parking space.
2. The Allottee shall also have undivided, proportionate, indivisible and variable pro rata share in the Project Common Portions. Since the share and/or interest of the Allottee in the Project Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Project Common Portions along with the other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter after completion of the entire project shall convey the Common Portions to the association of allottees after duly obtaining the occupancy certificate, from the competent authority as provided in the Act and after such handing over, the maintenance and care of the Phase Common Portions shall be the liability and responsibility of such association of allottees.

Furthermore, the Allottee agrees and understands that the project shall be built and developed in phases, therefore on the date of possession the Promoter shall ensure providing basic amenities and facilities whereas all the facilities and amenities, in totality, shall only be provided and handed over to the Association after completion of all the phases as envisaged under the project.

Furthermore, it is also agreed and understood by the Allottee that the Complex and/or project will also provide with other facilities like grocery, pharmacy and other amenities. However, the same shall be treated as individual commercial units which shall be sold separately and shall not, at any point of time and/or under any circumstance, be considered a part of the project common areas and portions.

3. That the computation of the price of the Unit includes recovery of price of

land, construction of not only the Apartment and the parking space but also the Project Common Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire- fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Project.

4. The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Project, however, he/she/they will/shall do so only with prior written consent of the Promoter and the Allottee also agrees and undertakes to comply with all the safety regulations that are to be followed at the construction sites.
5. It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
6. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Parking Space, if any, as mentioned in **Schedule-J**, shall be treated as a single indivisible unit for all purposes and that the parking space and the Apartment shall be transferred as one single Unit only and not in isolation to the other. However, the Allottee agrees that the date of possession in respect of the Apartment and that of the Parking space may differ and that the allottee shall not object to the same, i.e., the possession in respect of the parking space shall and/or may be provided at a later date based on the handover of the unit of the entire project. However, the Promoter agrees to provide a temporary parking space, depending on availability of the same, upon a written request from the Allottee in this regard. However, the payment for the parking space shall be paid as per the payment plan as laid out in **Schedule-K**.
7. It is agreed that the Said Project, as of now, is an independent, self-contained one covering the Said Land and is not a part of any other project or zone nor shall form a part of and/or linked and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, nor will the Project Common Portions be made available for use and enjoyment of any others but the Allottees of the Said Project save in the manner hereafter stated. It is clarified that the Project Common Portions, including the facilities and amenities, shall be available only for use and enjoyment of the Allottees of the project.
8. The Allottee is very well acquainted with the fact that the Promoter is in the process of acquiring more parcels of land which shall be made part of

the said Project and the Allottee agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the Promoter desires to acquire furthermore parcels of land in respect of the said project, the Allottees shall have no objection to the same.

9. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected, if any, from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project). If the Promoter fails to pay all or any of the outgoings collected by it, if any, from the Allottee or any liability, mortgage loan and/or interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
10. The Allottee has paid the Booking Amount, being 10% (ten percent) of the Unit Cost, as part payment towards the Total Price of the Unit at or before execution of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remainder of the Total Price of the Unit as prescribed in the Payment Plan as will be demanded by the Promoter within the time (30 days) and in the manner specified in the Payment Plan mentioned in **Schedule-N**.

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, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.

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 Cheques, Demand Drafts, Bankers' Cheque or online, as may be as applicable, in favour of the Promoter payable at the Bank as will be mentioned in the intimation of the Promoter for payments. In case any Cheque is dishonored, besides the charges for late payment, the Allottee will also become liable to pay Rs. 10,000/- (Rupees Ten Thousand only) for each such dishonor.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments and/or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition, sale and/or transfer of immovable properties in India and provide the Promoter with such permissions and/or approvals which would enable the Promoter to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable at its own cost and expense, for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with the necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payments or remittances on behalf of any Allottee and such third party shall not have any right in the Apartment hereby being agreed to be sold in any way and the Promoter shall issue the payment receipts in favour of the Allottee only and any charges for default and/or dishonour shall be the liability and responsibility of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing

over the Apartment to the Allottee and the Common Portions to the Association of Allottees or the competent authority, as the case may be.

Furthermore, the Allottee agrees and undertakes to make timely payments of the installation and other dues payable by him/her and meeting with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the payment Schedule mentioned in **Schedule-L**.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, Specifications, Amenities and Facilities of the Unit and accepted the floor plan, Payment Plan mentioned in **Schedule-L**, the Specifications mentioned in **Schedule-H** and Amenities and Facilities mentioned **Schedule-I** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the **Said Project**, floor plans and Specifications, Amenities and Facilities. Subject to the terms in this Agreement, the Promoter undertake 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 Sanctioning Authority and shall not have an option to make any variation, alteration and/or modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment: The Promoter agree and understand that timely delivery of possession of the Unit to the Allottee and the Common Portions to the Association of the Allottees of the Said project or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assure to handover possession of the Apartment along with ready and complete Common Portions with the Specifications, Amenities and Facilities thereof on the date mentioned in above, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake, labour strikes or disruptions of any nature, any statutory order, rule, notification, or order or direction of any Court or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, *provided that* such Force Majeure conditions are not of a nature which makes it impossible and/or difficult for the contract to be implemented. The Allottee agrees and confirms that, in the event if becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount paid by him/her to the Promoter for the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Allottee

shall be required to apply directly to the concerned authorities. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter, upon obtaining of the occupancy certificate or the completion certificate, as the case may be, for the Said Project from the competent authority shall offer possession of the Said Apartment in writing by way of a notice to the Allottee in terms of this Agreement and the allottee shall be liable to take such possession of the unit within 3 (three) months from the date of issue of such notice by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, hereafter referred to as the "**Possession Date**". Irrespective of whether the Allottee takes possession of the Apartment within the Possession Date or not, the Allottee shall be deemed to have taken possession of the Apartment on the Possession Date and maintenance charges and other applicable charges in respect to the Apartment shall be applicable from such date when the possession becomes due. If the Allottee has also purchased a Parking Space in allocated parking Space, the same may not be handed over to the Allottee along with the Apartment, but irrespective of whether the Parking Space is handed over or not, or all parts and portions of the Common Portions are completed or not, the Allottee shall be bound to take possession of the Apartment within the stipulated time as shall be mentioned in the said notice of possession.

7.3 The Allottee shall pay the requisite Stamp Duty, Registration Fee and other charges, hereafter the "**Registration Charges**", for registration of the Conveyance Deed of the Apartment within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate as the case may be, for the Said Project at the cost and expense of the Allottee. The Promoter shall have the conveyance deed executed and registered in favour of the Allottee immediately after receipt of the Registration Charges. The Promoter and the Allottee shall fully cooperate with each other in this regard. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Till such time the conveyance is registered, the Promoter may not hand over possession of the Apartment to the Allottee but yet the Allottee will be deemed to have taken possession on the Possession Date and shall be liable to make payments towards the maintenance charges and/or other applicable charges in respect of the said Apartment.

7.4 The Allottee agrees to pay the Maintenance Charges as determined by the Promoter, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance. Upon receipt of the Completion Certificate or Occupancy Certificate, as the case may be, the Promoter shall intimate the Allottee for taking the possession. The Promoter on its behalf shall offer the possession to the Allottee in

writing within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. Possession Date shall be the date as mentioned in the Possession Intimation Notice. The Promoter shall handover a copy of the occupancy certificate or the completion certificate, as the case may be, for the Said Project to the Allottee at the time of registering the deed of conveyance of the same.

7.5 Possession for Fit-out : In case the allottee seeks permission for carrying out Fit-out within his/her/their apartment, he will be permitted to do so only upon receiving the completion certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein as provided in Schedule-K. During this time the allottee will not be entitled to live in the apartment till Occupation certificate or Completion Certificate as the case may be, is received and Deed of Conveyance is executed and registered.

7.6 Failure of Allottee to take Possession of the Apartment: Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.4. Further, irrespective of whether the Allottee takes possession of the Apartment or not, given its possession for non-registration of the conveyance, it shall be bound to pay guarding charges at the rate of Rs.10,000/- (Rupee Ten Thousand) only per month.

7.7 Possession by the Allottee: After obtaining the occupancy certificate, the completion certificate, as the case may be, for the Said Project and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottees and/or Association or the Competent Authority, as the case may be, as per the applicable laws.

7.8 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act.

Provided that where the Allottee proposes to cancel or withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee, less the interest for delayed payments on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.9 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Said Land on which the project is being developed or has been developed in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in 7.1 or (ii) due to discontinuance of their businesses as Promoter 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 Said Project without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due but not the taxes, if any, paid by the Allottee for the refund of which the Allottee shall have to apply directly to the concerned authority;

Provided that if the Allottee does not intend to withdraw from the Said 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 Apartment.

Provided further that if the Said Project is complete then the Allottee will not be entitled to exercise its aforementioned right of withdrawal.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- a) The Promoter hereby represents and warrants to the Allottee as follows:
- b) The Owners have absolute, clear and marketable title with respect to the entire Land; the requisite rights to carry out the development thereon and absolute, actual, physical and legal possession of the land for the Said Land;
- c) The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Project;
- d) There are no encumbrances upon the Said Land.
- e) There is no litigation pending against the Land owners or the Promoter in relation to the said land.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, the entire Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be, in compliance with all applicable laws in relation to the Said Project, Said Land and the Apartment and the common areas.
- g) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title

and interest of the Allottee created herein, may be prejudicially affected;

- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Land and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- i) The Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the Competent Authority, as the case may be;
- k) The Said Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- l) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till the occupancy certificate or the completion certificate, as the case may be, is issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;
- m) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon any of the Promoter in respect of the Said Land and/or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure Clause, the Promoter shall be considered to be under a condition of default, in the following events:

- (i) If the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period mentioned above, or fails to complete the Said Project within the stipulated time disclosed at the time of registering it with the Authority. For the purpose of this , 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, the completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoters' business as Promoter on account of

suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by it. 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
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest which will be the State Bank of India Prime Lending Rate plus 2 (two) percent at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan mentioned in **Schedule-L**, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate mentioned above;
- (ii) In case of Default by the Allottee under the condition listed above despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount and the interests liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application and this Agreement shall thereupon stand terminated.
- (iii) The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney/authorized signatory of the Allottee and execute, present for

registration and register unilaterally a deed of cancellation in the event Allottee fails to do so in spite of several reminders and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

10. CONVEYANCE OF THE APARTMENT:

On receipt of the entire amount of the Total Price mentioned in **Schedule-K**, the Promoter shall execute a conveyance deed and convey the title of the Apartment and the allotted car parking space together with proportionate indivisible share in the Project Common Portions within 3 (three) months from the date of issuance of occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the Stamp Duty, the Registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of the Registration Charges and other applicable charges mentioned in Clause 7.2 to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE COMMON PORTIONS:

The Promoter shall manage and maintain the Common Portion till the Association of the Said Project, as mentioned in **Schedule-D**, is formed. After its formation, the Promoter shall hand over the documents, management and maintenance of the project. The Allottee shall pay charges for management and maintenance, hereafter the "**Maintenance Charge**", from the date of the Possession as mentioned in Clause 7.2. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-K** and shall be subject to change based on the prevailing market prices. In case the Allottee defaults in making any payment to the Promoter, Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Promoter, Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the entire Default Amount is paid. The Promoter, Association, as the case may be, shall further be entitled to charge interest on the Default Amount or unpaid part or portion, @ 2% (Two per cent) per month, compoundable monthly, till the entirety of the Default Amount including the interests thereon, damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid. However, if such default continues for a period exceeding 90 days, then in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to discontinue the supply of electricity to the said Apartment, disconnect the

water supply, not to allow the usage of the lift and other common facilities and beyond that, the Promoter shall have the right to terminate the allotment made in favour of the Allottee and shall have the right to forfeit the booking amount deposited in favour of the Promoter and the Promoter shall refund to the Allottee the remaining amount paid by him/her to the Promoter, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. The Promoter shall intimate the Allottee about such termination within 30 days of such termination. The Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoter because of such termination of allotment or due to any default from the end of the Allottee. The Allottee accepts that the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable.

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

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of the Allottees and/or maintenance agency or any person duly authorised by the Promoter to enter into the Apartment or any part thereof, after due notice and intimation 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 Said Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by

the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Apartment, or the staircases, lifts, common passages, corridors, or the compound which may be in violation of any laws or rules of any authority or which can reasonably cause any disturbance and/or inconvenience to any other Allottee or changer alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Project is not in any way damaged or jeopardized. However, the Allottee agrees and undertakes to be responsible, at its own cost and expense, for any damage and/or inconvenience, which shall be caused to other Allottees in case on non-maintainability of its walls and partitions, sewers, drains, pipe and appurtenances, etc.

16.2 The Allottee further undertakes, assures and guarantees that he/she/they shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade within the Said Project or anywhere whatsoever within the Common Portions. 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 changes in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Said Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. Besides these, the Allottee shall also abide by the Covenants mentioned in **Schedule-F** subject to the Easements mentioned **Schedule-G**.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of the Allottees and/or the Maintenance Agency appointed by the Association of the Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee further undertakes to make timely payment to the relevant electricity board towards the electricity consumed by it in respect of its Apartment as per the invoice and/or bill raised by such electricity board.

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

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

17. FURTHER CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up further structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority and disclosed, except for as provided in the Act *provided however* the Allottee undertakes not to object to further construction, expansion, development and/or modification in the project subject to the approval of the concerned authorities and sanction of the Competent Authority:

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter issue the Possession letter in favour of the Allottee, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the Said Project in its entirety is in accordance with the applicable laws of West Bengal and the Promoter are executing the Said Project in compliance with the laws and/or regulations as applicable in this State.

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 mentioned in **Schedule-L** within 20 (twenty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar having jurisdiction to register the documents in relation to the said land as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be

treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Promoter may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in Schedule-L including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- b. 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 the other Allottees of the Said Project, as the case may be, the same shall be the proportion which the super built-up area of the Apartment bears to the total carpet area including common areas of all the Units in the Said Project, as the case may be.

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 their authorized signatories at the Office of the Promoter, or at such other place, as may be decided by the Promoter, in Kolkata, 24 Paraganas (North) after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement shall be registered at the office having jurisdiction to register such documents in respect of the said unit. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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 mentioned above in this Agreement. It shall be the duty of the Allottee and the Promoter to inform each other of any change in their respective address mentioned herein subsequent to the execution of this Agreement 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:

In case of Joint Allottees, they have been referred to herein in singular number and all communications shall be sent by the Promoter to the Allottee whose name is appearing first in this Agreement and at the address given by them which shall

for all intents and purposes to consider as properly served on all the Allottees.

31. GOVERNING LAW:

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

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 through the Adjudicating Officer appointed under the Arbitration & Reconciliation Act.

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified 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 thereunder.

33. ADDITIONAL TERMS:

- a. **ASSIGNMENT OF AGREEMENT TO SALE:** The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance subject to the following conditions:
 - (i) The assignment will not be before expiry of two year from the date of this Agreement;
 - (ii) An 'assignment fee' equivalent to 2 % (Two percent) of the Total Price together with applicable taxes will be payable, on the total transfer price or purchase price of the Unit, whichever is higher.
- b. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- c. In case the CESC fails and/or delay in providing individual electricity meter to the Allottees of the Apartments, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the

Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

- d. Apply for and obtain at his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

Schedule-A **[Devolution of Title]**

The Owners own the plots of Land morefully described in **Schedule-B**, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**Said Land**".

1. **Ownership of Premises No. 250, By Calcutta Chemical Co. Ltd.:** That one Calcutta Chemical Co. Ltd. purchased ALL THAT piece and parcel of bastu land measuring an area 2 (two) Bighas, 17 (seventeen) Cottahs 8 (eight) Chittacks, be the same a little more or less, along with old dilapidated R.T. shed structure measuring an area about 2500 Square feet, lying and situated at under Touzi No. 1298 of Dehi Panchannagram, Division V, Sub-Division XI of Mouza Ballygunge, Previous Holding No.136 thereafter 403 being Premises No. 250, Tiljala Road, within the local limits of Calcutta Municipal Corporation under ward No. 65, Police Station-Karaya, District 24 Parganas, from the then legal owners and occupiers namely Sri Monoranjan Singha and Sri Bhavatharam Singha by a Deed of Sale dated 17.07.1946, registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 33, Pages 259 to 266, Being Deed No. 2467 for the year 1946 and became the absolute owner of the aforesaid land free from all encumbrances and charges By a Power of Attorney dated 25th February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023 hereafter referred to as the "First Owner's POA" the First Owners had granted the Promoter the necessary powers required for executing the Project.
2. **Purchase of Premises No. 251, By Calcutta Chemical Co. Ltd.:** By virtue of another deed of sale the said Calcutta Chemical Co. Ltd. Purchased ALL THAT piece and parcel of Bastu land measuring an area about 8 (eight) Cottahs 8 (eight) Chittacks, be the same a little more or less, together with old dilapidated R.T. shed structures measuring an area about 500 Square feet, lying and situated at under Touzi No. 1298/2833 of Dehi Panchannagram, Division- V, Sub-Division XI of Mouza Ballygunge, being Premises No. 251, Tiljala Road, within the local limits of

Calcutta Municipal Corporation under ward No. 65, Police Station Karaya, District 24 Parganas, from the then legal owners and occupiers namely Mir Asgar Ali by a Deed of Sale, registered in the office of the District Sub- Registrar at Alipore and recorded in Book No. 1, Volume No. 44, Pages 143 to 147, Being Deed No. 2590 for the year 1950 and became the absolute owner of the aforesaid land free from all encumbrances and charges;

3. **Ownership of Calcutta Chemical Co. Ltd. In Premises Nos. 250, 251 & 253:** The said Calcutta Chemical Co. Ltd. have applied and obtain no objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata-700091 and obtain No objection certificate dated 17.08.2004 against Premises No. 250, 251 and 253, Tiljala Road, Police Station-Karaya, Kolkata-700046.
4. **Mutation & Amalgamation Premises Nos. 250, 251 & 253:** Said Calcutta Chemical Co. Ltd. applied to Kolkata Municipal Corporation for mutation and amalgamation of the above stated Premises Nos. 250, 251 and 253, Tiljala Road, into one Premises and duly recorded the Said Plots in one single Premises being municipal Premises No. 250, Tiljala Road, Kolkata-700046, under Ward No. 65, having Assessee No. 11-065-34-0194-2, having the total amalgamated plot measuring an area about 73.33 Cottahs, be the same a little more or less, together with old dilapidated R.T. shed structures measuring total structures area about 3500 Square feet and had been possessing the same by paying all taxes and outgoings and had been enjoying the said property, free from all encumbrances and charges.
5. **Absolute Ownership of Calcutta Chemical Co. Ltd. In Premises No 250:** The above mentioned circumstances said Calcutta Chemical Co. Ltd. Became the absolute owner and possessor of ALL THAT land measuring about 73.33 Cottahs (more or less), lying and situated at Premises No. 250, Tiljala Road, together with an old dilapidated R.T. shed structure measuring an area about 3500 Square feet, within the local limits of Calcutta Municipal Corporation (presently within Kolkata Municipal Corporation) under ward No. 65, Police Station Karaya, District South 24 Parganas, West Bengal.
6. **Merger of Calcutta Chemical Co. Ltd. With Henkel India Limited:** Said the Calcutta Chemical Co. Ltd thereafter on 24th day of August, 2004 was merged/absorbed with Henkel India Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at Premises No. 3, Cenotaph Road, Chennai- 600018 and its Principal Office at Premises No. 28, S. Roy Road, Kolkata-700046 and thus the said Henkel India Limited became the absolute owner of the Said Property.

7. **Ownership of Henkel India Limited:** The said Henkel India Limited, being the absolute owner of Said Property applied and obtained No objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata 700091 and obtain No objection certificate against the Said Property;
8. **Mutation:** the said Henkel India Limited, being the absolute owner of the Said Property duly mutated its names in the Office of the Kolkata Municipal Corporation, under Ward No. 65, under Assessee No. 11-065-34-0194-2 and had been enjoying by paying all taxes and outgoings, free from all encumbrances and charge.
9. **Sale by Henkel India Limited:** The said Henkel India Limited, being the absolute owner of the Said Property being seized and possessed of and sufficiently well and entitled to the Said Property sold and transferred undivided 60% of the Said Property to and in favour of Global Merchantile Private Limited, and undivided 40% of the Said Property to HTC Finance Private Limited, along with tenants in the Said Property by virtue of the registered Deed Of Sale dated 21.07.2010 at an for a valuable consideration mentioned therein registered in the office of Additional Registrar of Assurances, Kolkata and recorded in Book No. 1, Pages 4980 to 4997, and recorded in Book No. 1, Pages. 4980 to 4997, Being Deed No. 07121 for the year 2010 free from all encumbrance and charges. In the aforesaid manner said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively became the lawful owners and occupiers of the Said Property, free from all encumbrances.
10. **Ownership of Global Merchantile Private Limited & HTC Finance Private Limited:** The said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property, applied and obtained "No objection Certificate" from the office of Competent Authority under the Urban land (Ceiling and Regulation) Act, 1976, from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata 700091 and obtained "No Objection Certificate" against the Said Property.
11. **Mutation:** the said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively being seized and possessed of and sufficiently well and entitled to the Said Property and while had been in peaceful possession and enjoyment of

the same duly mutated their names in the Office of the Kolkata Municipal Corporation, under Assessee No. 11-065-34-0194-2, in the Said Property by paying all taxes and outgoings and had been enjoying the Said Property, free from all encumbrances and charges;

12. **Issued Sanction Plan by the Owners:-** the abovesaid Owners applied for Sanction plan to the concerned authority and the concerned authority (Kolkata Municipal Corporation) sanctioned the building plan vide no. 2023070018 for the year 20th April, 2023.
13. **Sale by Global Merchantile Private Limited & HTC Finance Private Limited:** Said Global Merchantile Private Limited and HTC Finance Private Limited, while had been in peaceful possession and enjoyment of the Said Property, sold transferred and conveyed the Said Property, to (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by virtue of a registered Deed of Sale dated 10th day of August, 2016 and the said Deed was registered in the office of the District Sub-Registrar III, at Alipore, 24-Parganas (South), and entered in Book No. 1, Volume No. 1603-2016, Pages 115721 to 115752, Being Deed No. 160303782 for the year 2016 and delivered khas peaceful possession thereon, free from all encumbrances and charges.
14. **Ownership of Panchmahal Realtors Private Limited & 3 Ors.:** Thus the aforesaid (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by way of aforesaid purchase became the lawful joint owners and occupiers of and sufficiently well and entitled to Said Property.
15. **Development Agreement & Power of Attorney by the Land Owners:-** the land owners namely (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction executed one registered Development Agreement dated 31st August, 2020 which was registered in the office of Additional Registrar of Assurances-I, Kolkata recorded in Book no. 1, Volume No. 1901-2020, Pages 141679 to 141736, Being no. 190102795 for the year 2020, appointed the promoter namely M/S Biswas Infracon LLP and also executed one registered Power of Attorney dated 31st August, 2020, which was registered in the office of the Additional Registrar of Assurances-I, Kolkata, was recorded in Book no. 1, Volume No. 1901-2020, Pages 146659 to 146694, Being no. 190102914 for the year 2020, in favour of the Promoter.
16. **Ownership of S. S. Construction:** Thus the aforesaid S. S. Construction, a Partnership firm, by way of aforesaid purchase became the lawful undivided $\frac{1}{4}$ th (one-fourth) share owner

and occupier of the Said Property and sufficiently well and entitled to land measuring an area about 18 (eighteen) Cottahs, 5 (five) Chittaks and 14 (fourteen) square feet, be the same a little more or less, free from all encumbrances and charges.

17. Sale by S. S. Construction: Thus the aforesaid M/s. S. S. Construction, while had been in peaceful joint possession and enjoyment of aforesaid undivided $\frac{1}{4}$ th (one-fourth) share in the said property, sold transferred and conveyed the same in favour of the Land Owners herein by a registered Deed Of Sale dated 26.07.2018, registered in the office of under Additional District Sub-Registrar, Sealdah and recorded in Book No. 1, Volume No. 1606-2018, Pages 108799 to 108839, Being Deed No. 3331 for the year 2018 and became the full and absolute sixteen anna owners of the aforesaid Property free from all encumbrances and charges.

18. Absolute Ownership of Land Owners: In the abovementioned circumstances, the Land Owners herein have become the sole, absolute Land Owners and possessors of the Said Property, free from all encumbrances.

19. Revocation of Development Agreement & Power of Attorney by the Owners: the abovesaid Owners became the joint and absolute owners, due to some unavoidable circumstances and to avoid future anamolly, decided to terminate the Development Agreement and Power of Attorney, therefore the abovesaid Owners executed one registered Deed of Revocation of Joint Venture Agreement on 20th April, 2024, which was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book no. 1, Volume No, 1901-2024, Pages 136975 to 136989, Being no, 19013429 for the year 2024 and simultaneously executed one registered Deed of Revocation of Power of Attorney dated 20th April, 2024, which was registered in the office Additional Registrar of Assurances-I, Kolkata and recorded in Book no. 1, Volume No. 1901-2024, Pages 4958 to 4969, Being no. 1901176 for the year 2024.

20. Execution of Development Agreement & Power of Attorney by Owners herein:- the Owners herein further intent to execute one Development Agreement in favour of the Promoter herein and therefore the Owners and Promoter herein executed one registered Development Agreement dated 20th April, 2024, which was registered in the office of Additional Registrar of Assurances-I, Kolkata , was recorded in Book no. 1, Vol. no. 1901-2024, Page 147567 to 147629, Being no. 190103431 for the year 2024 and simultaneously the Owners executed one registered Power of Attorney dated 20th April, 2024 in favour of the Promoter herein which was registered in the office of Additional Registrar of Assurances-I, Kolkata and was recorded in Book no.-1, Volume No.- 1901-2024, Pages

161865 to 161884, Being no. 190103435 for the year 2024.

Schedule-B
[Said Land]

ALL THAT piece and parcel of land measuring about **73.33** (Seventy Three Point Thirty Three) Cottah, be the same a little more or less, lying and situated at municipal **Premises No. 250, Tiljala Road**, within the local limits of Ward No. 65 of Kolkata Municipal Corporation, having Assessee No. **11-065-34-0194-2**, Post Office Gobinda Khatick Road, Police Station Karaya, Kolkata 700046, under Additional District Sub-Registrar, Sealdah, in the District of South 24 Parganas, West Bengal and the Said Property is delineated and demarcated on the **Plan A** annexed hereto and bordered in colour **Red** thereon And the Said Property is butted and bounded as follows-

ON THE NORTH : By Premises No. 147, Tiljala Road
ON THE SOUTH : By Premises No. 35, Tiljala Road
ON THE EAST : By 40'-0" Wide Road
ON THE WEST : By the Railways Line

Schedule-C
[Manner of Execution of the Said Project]

1. It will be a gated complex named hereafter referred to as the "**Said Project**". A hoarding with the words "**ORA HEIGHTS**" and a Logo of the Promoter may be affixed within the Said Project at a place to be decided by the Promoter.
2. Entire Project will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**", to be used for residential purposes and separate and self contained enclosed spaces, hereinafter called the "**Unit**", to be used for commercial spaces.
3. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit/Apartment owners and occupiers of that project, hereafter the "**Common Portions**".
4. As per the development plan of the Project, there shall be a water purifier plant installed in the said project and the same shall be used in common for running the Club as mentioned in **Schedule -D** here under. The Allottee agrees and undertakes that at no point will the Allottee and/ or the Association object to such usage by the Club and/or demand and/or charge additional fee/charge/deposit, by whatever term it is called, for the usage of the same.
5. After completion of the Project, an association of the Allottees of the Units/Apartments of that Project will be formed, hereafter called the "**Associations**". All

Unit/ Apartments owners of a Project shall compulsorily become members of the Association of that Project. Till formation of the Association of Project, the Promoter shall manage and maintain the Common Portions of that Project and upon formation of Association, the Promoter shall handover the management and maintenance of that Association. Upon completion of entire Project, the Association who will then manage and maintain the Project Common Portions.

6. 'Parking spaces' shall mean the space either covered or open or in open land sufficient in size for parking of car, two wheeler in the portion of the basement, ground floor level, of the said Project or other spaces as earmarked, expresses or intended to be reserved for parking of motor cars, two wheelers etc and shown in the plan approved by the planning authority to be allowed by the promoter for exclusive use of the allottee who opts to take it from the promoter at a consideration. the specifically allocated car parking spaces (dependent/independent) to a particular allottee shall be regarded as a limited common portion 'limited common area/reserved car park' to be allotted for the exclusive use by the individual allottee as decided by the promoter. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open as be sanctioned.

Schedule-D
Part - I
[Common Portions]

Upon completion of the Said Project, the Common Portions will, interalia, have the following, some of which will be common for the usage of the Complex:

- 1) Sewerage,
- 2) Water filter Plant,
- 3) Roads, installations, signage and security arrangements,
- 4) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Building,
- 5) Fire Fighting and protection system,
- 6) Playing area for children,
- 7) Fences, hedges boundary walls and main gate of the Complex,
- 8) The air conditioned community hall & Club,
- 9) Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,

- 10) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 11) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Buildings.
- 12) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,
- 13) Ultimate roof of the Building,
- 14) Elevators,
- 15) System for telephone (intercom),
- 16) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 17) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Meters, Sub-Meters and other fittings, transformer and the electrical.

Schedule-E

[Defects for which the Promoter will not be Liable]

The Promoter will not be liable to rectify any defect in the Apartment or the Said Block in the following instances:

- a) If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
- b) If the Allottee makes any changes, modifications and/or alteration in the electrical lines of the Apartment then, any defect in the electrical lines of the Apartment that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.
- c) If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items in the Apartment then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

d) If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment then, any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

e) If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.

f) If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows of the Apartment, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.

g) If there are scratches or damages to the floor or wall tiles of the Apartment due to wear and tear or direct or indirect impact on the floor or wall tiles.

h) If the waste pipes or waste lines of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.

i) The damages of any nature in the Apartment due to installation of air- conditioners, whether indoor or outdoor units, directly or indirectly.

j) The damages in pipelines or electrical lines of the Apartment during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.

k) The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained properly.

l) The damages due to non-maintenance of such things or items or fixtures of the Apartment which require regular maintenance and which gets damaged due to such non-maintenance.

m) The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the Apartment or the Said Block due to different coefficient of expansion and contraction of materials.

n) If the defects in the materials, fittings, equipments, and/or fixtures provided are in the

Apartment owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.

o) Where the defects, whether in the Apartment or the Said Building, are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.

p) If the Apartment is used for any purposes other than residential.

1. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.
2. The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring.
3. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be as provided by the respective manufacturers on their standard terms. notwithstanding anything contrary contained in the above clause the following exclusions are made:-
 - a) equipment (lifts, generator, motors, STP, transformers e.t.c) which carry manufacturer's guarantee for a limited period. thereafter, the association shall take annual maintenance contracts with the suppliers. The promoter shall transfer manufacturer's guarantees/warranties to the allottee or association of allottees as the cases may be, Fittings related to plumbing, sanitary, electrical, hardware etc having natural wear and tear, The terms of work like painting etc which are subject to wear and tear.
4. Provided that where the manufacturer warranty as shown by the promoter to the allottee ends before the defect liability period and such warranties are covered under the maintenance of the said unit/building and if the annual maintenance contracts are not done/renewed by the allottees, the promoter shall not be responsible for any defects occurring due to the same.

Schedule-F [Covenants]

A. The Allottee shall:

- i) Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in

particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities facilities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoter and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoter or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;

- ii) The Allottee agrees and understands that the Generator installed in the complex is for the purpose of the common areas and limited usage for individual units in the Complex. However, in case the Allottee wishes to avail the Generator facility for his individual unit, he may apply for the same by paying such charges as may be required by the Promoter and/or the Association.
- iii) Pay the entire charges for electricity for the Apartment and proportionately for the Common Portions;
- iv) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after installation by CESC, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- v) Pay the proportionate rates, charges and fees of the till such time the Apartment is not registered and handover by the allottee and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- vi) Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- vii) Allow the Promoter and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;
- viii) Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Promoter and/or the Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;

B. The Allottee shall not:

- i) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefore;
- ii) Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Project;
- iii) Hang from or attach to the beams or the rafters of any part of the Apartment or the Said project any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Said Project or any part thereof;
- iv) Do or cause to be done anything which may cause any damage to or affect the Said project, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units/Apartments in the Said Project;
- v) Affix, tamper or draw any wire, cable, pipe from, to or through Common Portions or outside walls of the Said Project or other parts of the Complex, without approval of the Promoter or the Association, as the case may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;
- vi) Install sink and faucets along with pipes and in general do any plumbing work in any portion of the bedrooms and living room.
- vii) Affix any or install any antenna on the ultimate roof of the Said Block or any open terrace that may be part of the Apartment or in its windows;
- xi) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- xii) Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Promoter or the Association, as the case may be;
- xiii) Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Project, and/or the Complex;
- xiv) Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment or the Said project or cause the premium for the insurance to be increased;

- xv) Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Promoter or the Association, as the case may be.
- xvi) Obstruct or hinder the construction on any part or portion of the Said Land, or any of the common portions, if any.
- xvii) Change the name of the Said Project nor the numbering or the names, as the case may be.
- xviii) Restrict any of the other owners and/or occupiers of the Said project, the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-I** below.

Schedule-G
[Easements]

- i) The right of ingress to and egress from the Unit/Apartment over the Common Passages and Lobbies including the right of way over the driveways and pathways, with or without vehicles.
- ii) The right of access to wires, cables and other equipment and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iii) The right of support, shelter and protection of each portion of the Project by the other portions thereof.
- iv) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- v) The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

Schedule-H
[Specifications]

1. **Structure:** RCC framed structure on pile foundation incorporating Earthquake Resistant Design as per relevant IS Code. Red clay bricks/ AAC Block for both external & internal blocks.
2. **Wall:** Putty finish (ready to paint) on interior & Weather coat Paint with waterproof

compound on Exterior OBD Painting over POP / Putty punning on cement plaster in common areas & lobbies.

3. **Flooring:** High Quality Double Charge Vitrified tiles in Bedroom, Living / Dining, Lobbies on all flats. Anti-skid tiles in Toilets, Kitchen & Balcony.
4. **Kitchen:** Glazed Ceramic tiles on walls (Dado) up to lintel level above kitchen counter, Granite finished kitchen counter, stainless steel sink, CP fittings of reputed makes.
5. **Toilet:** Full height Glazed Ceramic tiles on walls (Dado), Ceramic wash basin of reputed make, European WC and CP fittings of reputed make.
6. **Main Door:** Wooden Door frames, Wooden Panel Door duly polished with night latch, magic eye & door lock.
7. **Internal Door:** Wooden Door frames, Solid Core Flushed Door finished with Veneer.
8. **Window:** UPVC sliding window of ivory colour with fully glazed shutters.
9. **Electrical :** Concealed insulated copper wiring with modular switches with reputed make, AC points in all rooms, Geyser points in attached toilet, Exhaust fan points in all toilets & kitchen, Cable TV & Intercom points.
10. **Plumbing:** Internal concealed plumbing and reputed CP fittings.
11. **Fire Fighting System:** Reputed fire fighting equipment will be installed.
12. **Lift:** Modern high speed elevators or equivalent.
13. **Roof:** Properly waterproofed.
14. **Water Supply:** Overhead & Underground Water Reservoir for sufficient storage & 24 hrs water supply.
15. **Power Back-up:** Stand-by Generator backup, part load for all apartments & common areas.
16. **Intercom System:** Between each apartment & security room.
17. **Entrance Lobby:** Exquisitely designed at Ground floor.
18. **Security System:** CCTV for entrance lobby at Ground floor, Entry & Exit gate, Community hall, Basement & Surrounding the Boundary Wall

Schedule-I [Facilities]

1.	Lift facilities for residential and commercial use.
2.	Drinking water facilities.
3.	Fire fighting facilities.
4.	Electrical Installation & Distribution system as per specification.

5.	Intercom system
6.	24 hrs. Security at each Gate
7.	Rain Water Harvesting system
8.	Generator backup facilities
9.	Partially Multi level car parking space

[Amenities]

1. Indoor Gym
2. Swimming pool with Toddler’s splash pool
3. Community Hall
4. Open Children’s Play area
5. Open Badminton Court
6. Commercial Zone / Retail Space
7. Surrounding landscaping
8. 360 degree 8m wide driveway
9. Glass House / Club Space
10. Large Green Landscape with seating arrangement.
11. Space for Solar Panel.

**Schedule-J
[Apartment]**

- a) **Unit No. __**, having carpet area of about **__ Square Feet** together with a balcony having a carpet area of about **__ Square Feet**, and having a carpet area of about **Square Feet**, that is collectively having a usable area of about **__ Square Feet**, [which is equivalent to about **__ Square Feet** of Super Built-up Area], in the Project namely **“ORA HEIGHTS”**.
- b) **Type of Unit: _____**
- c) **Floor where Unit will be located: _____ floor**
- d) together with **1 (one) Nos. of Covered/Independent/Dependent in Car Parking Space** admeasuring **135 Square Feet**.
- e) **TOGETHER WITH** pro-rata share of the Common Portions, the Said Land.

Note:

1. The floor plan of the Apartment is annexed hereto and marked as **Plan-B**.
2. In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her/their Parking Space to facilitate each other for parking their respective

vehicles.

Schedule-K

The Total Price payable for the said Apartment based on Carpet Area, is as follows:

SL. NO.	DESCRIPTION	RATE PER SQUARE FEET(RS)	AMOUNT (RS)
A.	COST OF UNIT		
	COST OF EXECLUSIVE BALCONY OF VERANDAH		
	COVERED GARAGE/OPEN PARKING SPACE		
B.	DIESEL GENERATOR		
	SECURITY DEPOSIT OF TRANSFORMER OR MOTHER METER		
	INTERCOM FACILITY	AS ON ACTUAL	
	WATER FILTRATION PLANT	AS ON ACTUAL	
	INTEREST FREE ADVANCE FOR PROPORTINATE SHARE OF THE MAINTENANCE CHARGE FOR 24 MONTHS @Rs.3/- PER SQ. FT.		
	INTEREST FREE SINKING FUND	RS. 50,000/-	
	ASSOCIATION FORMATION CHARGE		
	LEGAL/DOCUMENTATION CHARGES, EXLUDING STYAMP DUTY, REGSITRATION FEES	@ RS. 55 PER SQ. FT.	

Note:

- i) The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).

- ii) In addition to the Total price mentioned above, at the time of taking possession of the Apartment the following Deposits will be required to be made by the Allottee:

Schedule-L
[Payment Plan]

(In case of agreement before commencement of construction of the concern Building.)

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	10% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.
On Completion of Piling & Stilt level Compilation	10% of the Total Price together with applicable Goods & Service Tax.
On completion of 2 nd floor	10% of the Total Price together with applicable Goods & Service Tax.
On completion of 7 th floor	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of 12 th Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 17 th Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Terrace Slab	5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Block Work	5% of the Total Price together with applicable Goods & Service Tax.
On Completion Flooring	5% of the Total Price together with applicable Goods & Service Tax.
On or before Notice of possession	5% of the Total Price together with applicable Goods & Service Tax.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature _____

Name _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Authorised Signatory of the Promoter:

At Kolkata on _____ in the presence of

WITNESSES:

1. Name _____

Address _____

2. Name _____

Address _____