

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this _____ day of _____, 2023.

BY AND BETWEEN

SWASTIK PROJECTS PRIVATE LIMITED (having PAN: AADCS7205D and CIN: U70101WB1985PTC038535), a company within the meaning of Companies Act, 2013, having its registered office at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata - 700071 represented by its Director Mr. Kiran Chand Lunawat son of Late P.C. Lunawat (having PAN-ABBPL2378Q, , Mobile No. 98307 34191 and DIN-00932845) residing at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata - 700071 (hereinafter referred to as the "**Vendor/Promoter**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **ONE PART AND (1) SHRI**(having PAN:, and Mobile No:) son of Shri, by Nationality – Indian, by Occupation – Service, and **(2) SMT.** (having PAN:..... and Mobile:) wife of Shri, by occupation, both residing at....., Kolkata 7000... (hereinafter collectively referred to as the "**Allottee**"/"**Purchaser**" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, successors, administrators, executors and/or permitted assigns) of the **OTHER PART:**

For Swastik Projects Pvt. Ltd.

Director

I. **Definitions**—In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder :

- (a) "**Act**" means The Real Estate (Regulation and Development) Act, 2016;
- (b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, open terrace/sky terrace, servant quarter and Car Parking Space for parking of motor cars at the Car Parking Space all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) "**Allottee**" shall mean one or more Allottees named above and include:
 - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (iii) in case of a partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal representatives or successors as the case may be and/or permitted assigns;
 - (iv) in case of a Company, its successors or successors-in-interest and/or permitted assigns;
 - (v) in cases not falling within any of the above categories, the constituent of the Allottee as his/her/their nature and character permits and its/their respective successors and/or permitted assigns.
- (d) "**Apartment Acquirers**" shall mean persons who acquire apartments in the Project;
- (e) "**Applicable Interest Rates**" shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (f) "**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other

requirements or official directives of any Government Authority or persons acting under the authority of any Government and/or of statutory authority in India, whether in effect on the date of this Agreement or thereafter;

- (g) **"Association"** shall mean an association or society or like body of the Apartments Acquirers to be formed by the Apartment Acquirers and/or the Promoter as per the Act;
- (h) **"Building"** shall mean the building comprising three towers being constructed by the Promoter at the said Premises to contain basement, ground floor and twenty-three upper floors and wherever the context so permits or intends shall also include the Car Parking Spaces both open and covered in the Premises and the Building thereat;
- (i) **"Building Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of basement, ground plus twenty-three storied residential building comprising three towers at the said Premises vide Building Permit No. 2021030076 dated 29.11.2021 issued by the Kolkata Municipal Corporation and the revised building plan submitted under Rule 26 (2) (a) of the K.M.C. Building Rules, 2009 on 13.12.2022 to the Kolkata Municipal Corporation and shall include any other revised building plan or plans as may be necessary and/or required from time to time as per the recommendation of the Architect subject to compliance of the Act and Rules;
- (j) **"Car Parking Spaces"** shall mean covered areas at the basement, the ground floor and the first floor of the building and open areas at the ground level of the Premises and shall include mechanical multi-level car parking spaces at such areas;
- (k) **"Carpet Area"** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah and open terrace/sky terrace;

- (l) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Fourth Schedule** hereunder written for common use and enjoyment of the Apartment Acquirers and other occupiers, if any, of the Apartments;
- (m) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fifth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;
- (n) **"Common House Rules"** shall mean the rules and regulations specified in the **Seventh Schedule** hereunder written to be observed by the Apartment Acquirers and other occupiers, if any, of the Apartments for the common, peaceful, effective and harmonious use and enjoyment of the Project.
- (o) **"Common Purposes"** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas, (b) rendition of common services in common to the Apartment Acquirers and other occupiers, if any, of the Apartments, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Apartment Acquirers and other occupiers, if any, of the Apartments and their mutual rights and obligations;
- (p) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (q) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (r) **"Net Carpet Area"** shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and 50% of the area of open terrace/sky terrace;

- (s) "**Premises**" shall mean premises No. 46A/1, Biplabi Barin Ghosh Sarani, Police Station -Manicktala, Post Office-Ultadanga, Kolkata-700067 fully described in the **First Schedule** hereunder written;
- (t) "**Project**" shall mean the said Premises with Building thereon and include the Common Areas thereof;
- (u) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules 2021;
- (v) "**Regulations**" means the Regulations made under The Real Estate (Regulation and Development) Act, 2016;
- (w) "**Section**" means a section of the Act.

WHEREAS:

1. One Madhav Krishna Sett governed by Dayabhaga school of Hindu Law was the owner of several immovable properties, inter-alia, Premises No. 46, Muraripukur Road (hereinafter referred to as the "**Said Premises**") measuring 29 Bighas 1 Cottah 5 Chhitacks and 9 Square Feet. He died intestate in 1879 leaving him surviving by his three sons, Purna Chandra Sett, Nalini Nath Sett and Panna Lal Sett.
2. Purna Chandra Sett died testate in November 1936 bequeathing his undivided 1/3rd interest in the said premises amongst others to his sons Pramod Kumar Sett and Probhat Kumar Sett.
3. Nalini Nath Sett died testate in 1928 bequeathing his undivided 1/3rd interest in the said premises amongst others to his sons Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett.
4. Panna Lal Sett died intestate in 1910 leaving him surviving by his three sons, Provangsu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett.
5. By an agreement dated 8th March, 1938, said Pramod Kumar Sett and Prabhat Kumar Sett as Executors to the estate of Purna Chandra Sett; Narendra Kumar

Sett, Dhirendra Kumar Sett and Birendra Kumar Sett as executors to the estate of Nalini Nath Sett and Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett sons of Late Panna Lal Sett referred their dispute in regard to partition of properties to the joint arbitration of Sri C.K. Sarkar and Sri Binod Behari Dass to effect a family partition by metes and bounds. Said Binod Behari Dass during the course of arbitration proceeding died on 30th December, 1938 and upon consent of all the parties to the arbitration, Sri C.K. Sarkar acted as the sole arbitrator thereafter.

6. Sri C.K. Sarkar made and published his award on 30.09.1951 and the said award was duly registered in the office of the Sub- Registrar at Sealdah on 26.10.1951 and recorded in Book No.1, Volume No.53, Pages 121- 241, Being No. 2653 for the year 1951.
7. By the aforesaid award, Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett were jointly allotted, inter-alia, the demarcated land admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft., little more or less together with buildings and structures thereon being a part of Premises 46, Murari Pukur Road morefully mentioned and described as Lot- A in Part - II of the Second Schedule to the said award.
8. By the aforesaid award, Pramod Kumar Sett and Prabhat Kumar Sett were jointly allotted, inter-alia, demarcated land admeasuring 9 Bighas, 8 Cottahs, 5 Chittacks and 14 sq. ft. more or less together with buildings and structures thereon being a part of Premises No. 46, Murari Pukur Road morefully mentioned and described in Lot - B in Part- I of the Second Schedule to the said award.
9. By the aforesaid award, Provanghsu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett were jointly allotted, inter-alia, demarcated land admeasuring 8 Bighas, 2 Cottahs, 10 Chittacks and 26 sq. ft. more or less together with buildings and structures thereon being a part of Premises No. 46, Murari Pukur Road morefully mentioned and described in Lot - C in Part- III of the Second Schedule to the said award. They were also allotted 14 Cottahs 4 Chhitacks and 23 Square Feet morefully mentioned and described in Lot C3 of the Second Schedule to the said award.

KAJAL SETT, NANDINI SETT AND IPSITA BANERJEE:

10. In the manner as stated in paragraph 8 hereinabove, Pramod Kumar Sett and Prabhat Kumar Sett became jointly seized and possessed of all that piece and parcel of plots of land admeasuring an area of 9 Bighas, 8 Cottahs, 5 Chittacks and 14 Sq. Ft.
11. Prabhat Kumar Sett by a Deed of Declaration executed on 05.08.1957 and registered in the office of Registrar of Assurances Calcutta and recorded in Book No. 1, Volume No.99 Pages No. 23 - 29 Being No. 2824 for the year 1957 declared that Pramod Kumar Sett is entitled to the said property amongst others to the extent of 16 annas interest and he had no right, title or interest therein and thus Pramod Kumar Sett became absolute owner of the said portion.
12. By a Deed of Settlement executed on 18.08.1957 and registered in the Office of Registrar of Assurances Calcutta on 28.08.1957 and recorded in Book No.1, Volume No.100, Pages 108 - 118, Being No. 3035 for the year 1957 the said Pramod Kumar Sett as settler transferred the said property amongst others to his two sons namely Deb Kumar Sett and Bijon Kumar Sett upon trust. In the said Deed of Settlement, it was directed that the said trust would come to an end upon demise of settlor's wife Smt. Mrinalini Sett and trustees would transfer all the corpus of the said trust including the said portion in favour of Deb Kumar Sett absolutely and forever.
13. Upon the demise of said Mrinalini Sett on 21.01.1977, the said property vested with the said Deb Kumar Sett and moreover by an Indenture of Transfer executed on 08.10.1985 the said Deb Kumar Sett and Bijon Kumar Sett jointly transferred and conveyed the said property unto and in favour of Deb Kumar Sett. The said Indenture of Transfer was registered in the office of Registrar of Assurances Calcutta in Book No.1, Volume No. 323, Pages 216 - 225, Being No. 14443 for the year 1986.
14. Deb Kumar Sett died intestate on 13.05.1992 leaving him surviving by his wife Smt. Kajal Sett and his two daughters Ms. Nandini Sett and Mrs. Ipsita Banerjee.

Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett:

15. In the manner as stated in paragraph no.7 hereinabove, Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett became entitled to a portion of Premises No. 46, Muraripukur Road admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft.
16. The Estate of Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett by an oral partition of the said portion followed by an unregistered statement of partition dated 21.10.1962 and subsequently confirmed by a Deed of Declaration of Partition dated 14.12.1965 and registered in the office of Registrar of Assurances Calcutta and recorded therein in Book No.1, Volume No. 219, Being No. 7337 for the year 1965, the said Birendra Kumar Sett was allotted the properties stated in Third Schedule which included the portion of the said Premises No. 46, Muraripukur Road and thus said Birendra Kumar Sett became the absolute owner of the said portion admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft.
17. On 19.07.1965 Birendra Kumar Sett a widower and having no children made and published his last will and testament and the same was registered in the office of the Registrar of Assurances Calcutta and recorded therein in Book No. III, Volume No.7, Pages 94 - 98 Being No. 228 for the years 1965. On the demise of said Birendra Kumar Sett on 28.03.1968, executors and executrix named in the said will applied for grant of probate of the said will before Hon'ble High Court at Calcutta. The Hon'ble Court was pleased to grant the probate of the said will on 04.05.1976 in PLA No. 41 of 1974 in favour of the executors and executrix. The Hon'ble Calcutta High Court by its orders dated 22.06.1978 and 08.12.1978 removed the executors and the executrix to the estate of Birendra Kumar Sett and appointed Pallav Kumar Banerjee, Advocate as sole administrator.
18. In the said will, Birendra Kumar Sett bequeathed jointly unto and in favour of his brother Dhirendra Kumar Sett, his brother Narendra Kumar Sett's son Sukumar Sett and his brother Narendra Kumar Sett married daughter Bibhabati Dutta in undivided 2/3rd, 1/6th and 1/6th share respectively in the said demarcated portion of the land.

19. By his last will and testament dated 04.09.1970, the said Dharendra Kumar Sett bequeathed equally in favour of his two sons Supriya Kumar Sett and Sushanta Sett all his moveable and immoveable properties including his share in the aforesaid portion in the premises No. 46, Muraripukur Road. Dharendra Kumar Sett died on 31.03.1976 and the probate of his will was granted by the Hon'ble Calcutta High Court by its order dated 13.12.1988 in PLA No. 50 of 1978.

20. Pallav Kumar Banerjee, Administrator to the estate of Birendra Kumar Sett with the consent of legatees and/or residual legatees applied in or about in the year 1979 to the Hon'ble High Court for sale of a part of land with structures admeasuring an area of 9 Bighas and 10 Cottahs to one M/s Mitra Bhattacharjee and Associates or to their nominee out of total land area of 10 Bighas 16 Cottahs and 36 sq. ft. The Hon'ble Court by its order dated 13.05.1981 directed the said Administrator to sell the said part of land. Pallav Kumar Banerjee in the year 1983 executed several Deeds of Sale of 9 Bighas and 10 Cottahs of land. After the aforesaid sale, there remained a balanced area of 1 Bigha, 6 Cottahs and 36 sq. ft but on actual measurement the said remaining portion was found to have an area of 1 Bigha, 4 Cottahs, 10 Chittacks and 22 sq. ft.

21. The portion of land measuring 9 Bighas and 10 Cottahs which was sold to M/s. Mitra Bhattacharjee and Associates and/or their nominee was renumbered as 46C, Biplabi Barin Ghosh Sarani and the remaining portion of the said premises was renumbered as 46A, Biplabi Barin Ghosh Sarani, Kolkata.

22. As stated hereinabove, Sukumar Sett became entitled for 1/6th share in the said portion in view of bequeath made by Birendra Kumar Sett. Sukumar Sett died intestate on 14.10.1990 leaving him surviving by his wife Sunila Sett, his son Sumit Kumar Sett and his married daughter Sraboni Sen as his legal heir and heiress each of them claiming equally in the estate left by Sukumar Sett. By a Deed of Gift dated 28.08.1992 executed jointly by said Sumit Kumar Sett and Sraboni Sen and duly registered in the office of Registrar of Assurances Calcutta and recorded therein in the Book No.1, Volume No. 501, Pages 469 - 480 Being No. 17882 for the year 1992 the said Sumit Kumar Sett and Sraboni Sen transferred by way of gift their respective rights, titles and interests in the estate of Sukumar Sett, including their 1/3rd shares in 1/6th part of remaining land belonging to the estate of Birendra Kumar Sett in the said Premises No. 46, Muraripukur Road to their mother Sunila Sett. Thus, Sunila Sett by way of

inheritance and by way of gift became owner of 1/6th share or interest in the said land of 1 Bigha, 4 Cottahs, 10 Chittacks and 24 sq. ft. Sunila Sett by executing a Deed of Family Trust and Settlement on 10.09.1992 and registered in the office of Registrar of Assurances, Calcutta and recorded therein in Book No.1, Volume No. 536, Pages 380 -399, Being No. 18184 for the year 1992 created a trust named as Sunila Sett Trust for the benefit of the members of her family and appointed herself and her son Sumit Kumar Sett as joint trustees of the said trust.

23. The Hon'ble High Court by its order dated 02.02.1996 passed in PLA No. 41 of 1974 directed that the Administrator Pallav Kumar Banerjee to sell the said remaining portion out of Premises No. 46, Muraripukur Road to Hastings Commercial Pvt. Ltd and/or its nominee or nominees at a price or sum of Rs. 11, 45, 300/-. The said Hastings Commercial Pvt. Ltd nominated Swastik Projects Pvt. Ltd to purchase the said portion. The administrator Pallav Kumar Banerjee died on 07.02.1999 and on an application made on behalf of legatees and/or residual legatees of the will of Birendra Kumar Sett, the Hon'ble Justice Ronojit Kumar Mitra passed an order on 14.03.2000. In the said order Miss Iti Dutta was appointed as administrator to the estate of Birendra Kumar Sett.

SAMIRAN KUMAR SETT:

24. In the manner as stated in the paragraph no. 9 hereinabove, the said Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett became entitled to the portion measuring 8 Bighas, 16 Cottahs, 15 Chittacks and 4 sq. ft of the premises no. 46, Muraripukur Road.
25. Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett orally partitioned the immoveable properties including the aforesaid portion of Premises No. 46, Muraripukur Road. As per the said partition, the said portion was allotted exclusively and absolutely to Provangshu Kumar Sett. The said Himangshu Kumar Sett and Sudhangshu Kumar Sett and Smt. Smriti Sett as executors and executrix to the estate of Provangshu Kumar Sett and the said Himangshu Kumar Sett and Sudhangshu Kumar Sett in their individual capacities executed and registered a Deed of Declaration dated 12.04.1970 and registered with Registrar of Assurances Calcutta in Book No.1, Volume No. 112, Pages 267 - 297 , Being No. 3599 for the year 1970 recording such amicable partition

amongst Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett on and with effect from 13. 02. 1949 and the division of the properties by metes and bounds and allotments made to each of them respectively.

26. The said Provangshu Kumar Sett died on 22.01.1951 after making and publishing his last will and testament dated 07.02.1950 and whereunder he appointed his wife Smriti Sett and his two brothers Himangshu Kumar Sett and Sudhangshu Kumar Sett as executrix and executors and bequeathed his property in the manner mentioned therein. In the said will, said Provangshu Kumar Sett inter alia provided that so long his son Samiran Kumar Sett does not attain 21 years of age, the executors and executrix would remain trustees to his estate.
27. By a Deed of Release dated 11.04.1977 made between executors and executrix, residuary legatee and Smt. Bithika Basak, Gitika Basak and Kanika Das daughters of Provangshu Kumar Sett released amongst others the said portion in favour of Samiran Kumar Sett.

Swastik Projects Private Limited:

28. Mrs. Kajal Sett (who became owner of undivided 1/3rd share in Lot B of the mother premises) sold and made absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15th January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 32, Being No. 3811 for the year 2006.
29. Mrs. Ipsita Banerjee (who became owner of undivided 1/3rd share in Lot B of the mother premises) sold and mad absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15th January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 34, Being No. 3809 for the year 2006.

30. Miss Nandini Sett (who became owner of undivided 1/3rd share in Lot B of the mother premises) sold and made absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15th January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 29, Being No. 4296 for the year 2006.

31. Ms. Iti Dutta (in terms of the order dated 14th March 2000 passed by the Hon'ble Calcutta High Court on behalf of the legatees and/or beneficiaries to the Estate of Birendra Kumar Sett as stated in Paragraph 23 hereinabove) sold and made absolute transfer of 1 Bigha 4 Cottahs 10 Chhitacks and 22 Square Feet of land with structures out of the aforesaid Lot A to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 5th March 2002 and registered in the Office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume I, Pages 1 to 26, Being No. 03807 for the year 2006.

32. Mr. Samiran Kumar Sett sold and made absolute transfer of 6 Cottahs 4 Chhitacks and 25 Square Feet of land with structures out of Lot C (as stated in Paragraph 26 and 27 hereinabove) to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 24th June 2005 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume I, Pages 1 to 14, Being No. 10485 for the year 2006.

33. Thus, Swastik Projects Private Ltd. purchased 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet of land with structures by 5 (five) several Deeds of Conveyances in the manner stated hereinabove out of the mother Premises No. 46 (which was subsequently renumbered as 46A), Biplabi Barin Ghosh Sarani, Kolkata.

34. Swastik Projects Private Ltd. caused the separation of the said land with structures measuring 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet by the Kolkata Municipal Corporation and the said separated portion was numbered as 46A/1, Biplabi Barin Ghosh Sarani, Kolkata-700067.

- A. The said premises has been earmarked for the purpose of building a multi-storied residential project comprising several apartments and the said project shall be known as "**LA MIRADA**".

Plan for construction of a basement, ground plus twenty-three upper storied Buildings at the said Premises, the Building Plans have been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2021030076 dated 29.11.2021. A revised building plan has been submitted under Rule 26 (2) (a) of the K.M.C. Building Rules, 2009 on 13.12.2022 to the Kolkata Municipal Corporation. The aforesaid revised building plans shall be incorporated in the Completion Plans under Rule (2) of the said Rules.

Indian Green Building Council (IGBC) has accorded Pre-Certified Gold Rating to the building to be constructed by the Promoter vide IGBC Certificate issued in the month of October 2018. Upon construction of the building, the Vendor shall apply for Final Rating which shall not be below Gold Standard.

- B. The Promoter is fully competent to enter into this Agreement and undertake all the legal formalities with respect to the right title and interest of the Promoter regarding the said Premises on which Project is under construction.
- C. The Kolkata Municipal Corporation has granted the commencement certificate to the Promoter to develop the said Premises vide Building Permit No. 2021030076 dated 29.11.2021.

The Promoter has commenced the construction of the building in accordance with the Building Plans sanctioned by the Kolkata Municipal Corporation on 14th November 2022 and accordingly the Notice for Commencement has been filed to the Kolkata Municipal Corporation on 14th November 2022.

- D. The Promoter has obtained the building plans sanctioned from the Kolkata Municipal Corporation on 29.11.2021 and subsequently the Promoter has submitted the revised building plans under Rule 26 (2) (a) of the K.M.C. Building Rules, 2009 on 13.12.2022. The Promoter agrees and undertakes that it shall not make any further changes except in strict compliance with Section 14 of the Act and other laws as applicable thereto and in accordance with the provisions of this Agreement.

- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no..... ; on under registration
- F. The Allottee has applied for purchase of the Allotted Apartment vide application dated and has been allotted the Flat No. in the Tower having carpet area of square feet on the Floor, Exclusive Balcony/Verandah having carpet area of Square feet, open terrace/sky terrace having carpet area of Square Feet and chargeable area is 50% thereof, i.e. Square Feet, aggregating to Square feet carpet area in the Building along with right of parking of (.....) cars in the mechanical car parking space /covered in the ground floor/basement, all more fully and particularly mentioned and described above and also in the Second Schedule hereunder written and of pro rata share in the land and the Common Areas of the Project.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises, the Sanctioned Building Plan, Revised Building Plans submitted/to be submitted under Rule 26 (2) (a) Of the K.M.C. Building Rules, 2009 to the Kolkata Municipal Corporation and of such other documents as are specified under the Act.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata undivided share in the land and Common Areas.

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 Allotted Apartment with pro rata undivided share in the land and Common Areas.

The Total Price for the [Apartment/Plot] based on the carpet area is Rs.....(Rupees.....only ("**Total Price**") (Give break up and description):

Apartment No., Tower, and Floor Carpet Area: Flat- Sq. Ft., Exclusive Balcony- Sq. Ft. and Open Terrace- Sq. Ft. Servant Quarter - Sq. Ft.	Rate of Apartment/Flat per square foot of carpet area: Rs./-
Cost of Apartment/Flat	Rs./-
Cost of Exclusive Balcony/ Verandah Area	Rs./-
Cost of Open Terrace and/or Sky Terrace chargeable on 50% of the area thereof.	Rs./-
Cost of one Covered Car Parking space.	Rs./-
Total	Rs./-

Explanation of Total Price:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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 as stated in clause 1.2 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified therein. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan set out in Third Schedule ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the 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 Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to clause 9.3 herein, the Promoter agrees and acknowledges, that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees immediately upon the formation and registration of the Association of Allottees after duly obtaining Completion Certificate from the Competent Authority as provided in the Act.

(iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. Third

It is made clear by the Promoter and the Allottee agrees that the Allotted Apartment and the Car Parking Space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that the Common Areas and Facilities as mentioned in Part-I of the Fourth Schedule Part-I hereunder written shall be available only for use and enjoyment of the Apartment Acquirers.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely..... shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings (including municipal or other local taxes, charges for water or electricity and maintenance charges). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority

or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs./- (Rupees only) being the part payment towards the consideration for the Allotted Apartment and Rs......./- (Rupees only) towards Goods and Service Taxes, aggregating to. Rs. /- (Rupees only) until or at the time of execution of this agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment and car parking space as prescribed in the Payment Plan mentioned in the Third Schedule hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the applicable interest rates.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the relevant applicable construction milestones, the Allottee shall make payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through A/C Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of "Swastik Projects Private Limited" or to the "Swastik Projects Private Limited-La Mirada Escrow Account" as may be demanded by the Promoter and payable at Kolkata.

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

The Allottee, if he/she is a Non-Resident Indian, 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/modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory

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

The Promoter accepts no responsibility in regard to matters specified in clause 3 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3 hereinabove. In case there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Promoter shall be issuing the payment receipt in favour 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 for the Allotted Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.
- 5. TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as to be disclosed at the time of registration of the Project with the Authority and towards handing over the Allotted Apartment to the Allottee and common areas to the Association of the Apartment Acquirers and the Allottee shall abide by the time schedule for payment in the manner as stated in the Third Schedule hereunder written.
- 6. CONSTRUCTION OF THE PROJECT/APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part-I** and **Part-II** of the **Fourth Schedule** hereunder written) which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in

accordance with the said layout plan, floor plan and specifications, amenities and facilities subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and/or the revised plans revised under Rule 26 of the K.M.C. Building Rules, 2009, and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules, 2009 and shall not have an option to make any variation/alteration/modification in such plans, except in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Allotted Apartment: The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to handover possession of the Allotted Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within 31st December 2027 unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake or any other calamity caused by the nature affecting the regular development of the project. However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of the construction and the same is not a time linked plan.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Allotted Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount (less tax received from the Allottee) received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims, etc. against the

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be refunded by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession: The Promoter upon obtaining the Completion Certificate from the Kolkata Municipal Corporation shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within three months of the Promoter issuing the Notice for Possession upon making payment of the Total Price including the Extras and Deposits for the Allotted Apartment and in the absence of local law, the execution of the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of Completion Certificate subject to the Allottee has made the aforesaid payment to the Promoter and further paying the requisite stamp duty, registration charges, allied expenses and incidentals to the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee after taking possession agrees to pay the maintenance charges and taxes and other outgoings mentioned in **Part-I** of the **Seventh Schedule** hereunder written. The Promoter shall handover the copy of the Completion Certificate of the Allotted Apartment to the Allottee at the time of conveyance of the Allotted Apartment in favour of the Allottee.

7.3 Failure of Allottee to take Possession of Allotted Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rate as mentioned in clause 9.3 (i) hereinafter, continue to be liable to pay maintenance charges and

all taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment with effect from the date of expiry of notice period for taking possession of the Allotted Apartment and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern thereof.

7.4 Possession by the Allottee: After handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that**, in the absence of any local law, the Promoter shall handover the necessary documents and plans including Common Areas to the Association within 30 days after operationalization of the Association and handing over the Project to the Association, whichever be later.

7.5 Cancellation by the Allottee:

7.5.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 6 (six) months' notice in writing on the Promoter and on the expiry of the said period, the allotment shall stand cancelled and the Promoter shall be entitled to forfeit the Booking amount equal to 10 (ten) percent of the total consideration for the Allotted Apartment and deduct the same from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on the deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall subject to clause 7.5.2 hereinbelow be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. However, it is clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.

7.5.2 it is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in the said Premises, on which the Project has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Premises. The Promoter has requisite rights to carry out development upon the said Premises and has absolute, actual, physical and legal possession of the said Premises for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises.
- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Allotted Apartment and Common Areas.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises including the Project and the Allotted Apartment which will in any manner affect the rights of Allottee under this Agreement;

- (vii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed upon the receipt of the full consideration of the Allotted Apartment, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association of the Allottees upon the same being registered.
- (ix) The Allotted Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Allotted Apartment.
- (x) The Promoter has duly paid all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities.
- (xi) 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 Premises) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**DEFAULT**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time to be disclosed at the time of registration of the Project with the Authority. For the purpose of this clause '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 the Completion Certificate has been issued by the Kolkata Municipal Corporation;

- (ii) Discontinuation of the Promoter's business as developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by him. If the Allottee stops making payments, the Promoter shall correct the situation by completing the milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

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

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of taxes, charges, levies, cess, assessments and impositions.

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 any of the payments within the due dates as per the Payment Plan mentioned in the Third Schedule hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay

interest to the Promoter on the unpaid amount at the Applicable Interest Rate prescribed in the Rules.

- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 1 (one) month after the notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. However, may it be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

The Promoter, on receipt of Total Price of the Allotted Apartment as per clause 1.2 and sub-clauses 1.2.1. 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment together with proportionate indivisible share in the land and the Common Areas within the time period as stated in local laws, to the Allottee.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 1 (one) month from the date of receipt of the full payment. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold

execution and registration of the deed of conveyance in his/her favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE PROJECT: The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon its formation and registration. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.2.2 of this agreement. In case the formation of the Association is delayed for no fault of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts of omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.

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

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, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE OF SERVICE AREAS: The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to Electric Meter room, space for DG set, underground water tanks, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, (other than those earmarked as parking space for the allottee) and the same shall be reserved for use by the Association for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Seventh Schedule** hereunder written and maintain the Allotted Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face or façade of the Building or anywhere on the exterior of the Project, or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing walls of the Allotted Apartment.
- 15.3 The Allottee shall not change any door or window position of the Allotted Apartment or of the common areas.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for its apartment from CESC Ltd.
- 15.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS etc. BY PARTIES:** The Parties are entering into this Agreement for the sale of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 17. RAISING OF FINANCE BY ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain finance for the purchase of the Apartment.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Allotted 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 agreed to take such Allotted Apartment.

- 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 to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office 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 for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted 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 hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any

subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

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

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 payment, in common with other Allottee(s)/Apartment Acquirers in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or proportionately" or "pro-rata" are used, the same shall be the proportion which the total carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, servant quarter and/or open terrace as the case be bears to the total carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the total carpet area of the Allotted Apartment or any other Apartment in the Project only 50% of the carpet area of the open terrace and/or sky terrace, if attached thereto, shall be taken into consideration inasmuch as the Promoter is charging the Allottee the price for 50% of the carpet area thereof at the same rate as that of the Flat/Apartment.

- 27. FURTHER ASSURANCES:** Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the Office of the Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
- 30. JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which for all intents and purposes shall be considered to have been properly served on all the Allottees.
- 31. SAVINGS:** Any application, letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Allotted Apartment, prior to the execution and registration of this Agreement for Sale for Allotted Apartment shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

- 32. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 33. DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Premises)

ALL THAT piece or parcel of land containing an area of 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet more or less situate, lying at and being Premises No. 46A/1, Biplabi Barin Ghosh Sarani (earlier known as Muraripukur Road), Police Station Manicktala, Post Office-Ultadanga, Kolkata-700 067, within Ward No. 14 of the Kolkata Municipal Corporation, within the jurisdiction of the District Sub-Registrar-III, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

On the **North** : By Common Passage

On the **South** : By K.M.C. Road-Biplabi Barin Ghosh Sarani;

On the **East** : By partly by the Premises No. 46A/5, Biplabi Barin Ghosh Sarani and partly by the Premises No. 46C/17 and 46C/19 Biplabi Barin Ghosh Sarani, Kolkata-700067;

On the **West** : By K.M.C. Road-Biplabi Barin Ghosh Sarani.

Or Howsoever Otherwise the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(ALLOTTED APARTMENT)

ALL THAT the **Residential Flat** being Flat No. in the Tower .. on the ... floor having a carpet area of Square feet more or less Together With its appurtenances being **Balcony/Verandah** attached thereto having a carpet area of Square feet, Open Terrace and/or Sky Terrace having carpet area of Square feet and chargeable area Square Feet being 50% thereof (all accordingly aggregating to Net Carpet Area of Square feet and total Built-Up Area whereof being Square feet more or less and total super built-up area whereof being Square feet more or less), with floor types tiles in the Building named **LA MIRADA** at the said Premises No. 46A/1, Biplabi Barin Ghosh Sarani, Kolkata – 700067 along with the proportionate undivided share in the land (as described in the First Schedule hereunder written) pertaining to the said Flat together with its appurtenances being the Balcony/Verandah and in the Common Areas and Facilities morefully described in the Part-I of the Fourth Schedule Part-I hereunder written (and the said Flat and the said Balcony/Verandah are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in “**Red**” and “**Blue**” respectively **TOGETHER WITH** covered parking space having an area of 135 Square feet for parking of cars for parking of (.....) car being the Car Parking Space Number(s) in the Ground Floor/ Basement/ under the at the Multi-Level Car Parking System being the in the Ground floor as shown in the plan annexed hereto being **Annexure “C”** duly bordered thereon in “**GREEN**”.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMET)

PAYMENT SCHEDULE

Timeline	Percentage	Consideration Amount in Rs.	GST @ 5%	Total Amount in Rs.
Application Amount which is already received and acknowledged hereto by the Promoter.		2,00,000/-	10,000/-	2,10,000/-
Within 21 days from the date of Application and before the Allotment which is already received and acknowledged hereto by the Promoter.	10% (less Application Amount			
On or before execution of the Agreement and within 21 days from the date of Allotment and which is already received	10%			

and acknowledged hereto by the Promoter.				
On completion of Piling Work of the Designated Tower	10%			
On completion of Ground Floor roof casting of the Designated Tower	10%			
On completion of 5 th Floor roof casting of the Designated Tower	10%			
On completion of 10 th Floor roof casting	10%			
On completion of 15 th Floor roof casting	10%			
On completion of 23 rd Floor roof casting	10%			
On installation of Lifts of the concerned Tower	10%			
On Notice for Possession	10%			
TOTAL	100%			

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Facilities at and for the Project)

1. Essentials and Amenities:

- a) Driveways.
- b) Lobbies and Staircases and stair head rooms.
- c) All lifts will be high speed fully automatic of 'Kone' make or similar make.
- d) Double Height Banquet Hall in the Second Floor.
- e) Swimming Pool with pool deck and Kids' Pool in the Second Floor.
- f) Gymnasium in the Second Floor.
- g) Open Party Lawn in the Second Floor.
- h) Double Height Sitting Lounge in the Second Floor.
- i) Home Theatre in the Second Floor.
- j) Kids' indoor Playroom in the Second Floor.
- k) Double Height Indoor Games' Room in the Second Floor.
- l) Board Room in the Second Floor.
- m) Spa in the Second Floor.
- n) Four Guest Rooms with the attach toilets in the Second Floor.
- o) Terrace over the Twenty-third Floor- landscaped open terrace, space for yoga and meditation, open air theatre and café.
- p) Entry and exit main gates.

q) Boundary walls.

2. Water and Plumbing:

- a) Underground water reservoir and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Water pipelines from overhead water tank connecting to each apartment.
- d) Water pump for lifting water.
- e) Sewage Treatment Plant.

3. Electrical Installations:

- a) Wiring and accessories for lighting of Common Portions.
- b) Electrical Installations for receiving electricity from CESC Limited.
- c) Diesel Generator set for providing power to common services and 4 KVA power and 3 KVA power to 4 Bedrooms and 3 Bedrooms' flats respectively.
- d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities and for individual apartments to be installed by CESC Ltd. Or otherwise.

4. **Common Lighting:** Illumination of compound with proper lighting will be provided. Necessary illumination of all lobbies, staircases and other common areas will be provided.

5. Fire Safety Installation:

- a) Wet risers and dry risers and other fittings.
- b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
- c) Fire alarms.
- d) Hydrants and other accessories.

6. Drains:

- a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.
- b) Drainage connection from master trap to KMC drain lines.

7. Common Toilets with fittings and fixtures.

8. Intercom and CC TV.

9. Solar Power Panels on the roof.

10. Others: Other areas and installations and/or equipment, if any, which may be provided in the building and/or Premises for common-use and enjoyment of the residents.

PART-II

(Specifications as regards construction of the Allotted Apartment and the Buildings)

- **Structure:**
- Foundation: R.C.C. Piles of 600 MM dia and 40 Meters depth (131 feet) followed by R.C.C. foundation with anti-termite treatment.
- Super Structure: The Super Structures will of R.C.C.
- **Walls:** The external walls shall be erected with 200 MM A.A.C. Blocks and the internal partition walls will be erected with the conventional red bricks.
- **Lobby:** Ground Floor Lobby with Italian Marble and Lifts' fascia will be cladded with Italian Marble/Granite. Lobby of the upper floors will have Vitrified Tiles and the Lifts' fascia will be cladded with granite/vitrified tiles.
- **Staircase:** Granite/Vitrified Tiles.
- **External Wall Finish:** Weather Shield paint and/or Texture Coating finish as per design of the Architect.
- **Internal Wall Treatment:** Internal walls will be finished with the Plaster of Paris or White Putty.
- **Flooring:**
- Bedroom: Vitrified Tiles.
- Living and Dining: Vitrified Tiles.
- **Doors and windows:**
All door frames will be of Malaysian Sal or similar wood.

Main Door: Phenol bonded hot processed with both sides' veneer flush door with Godrej or equivalent lock.

Bedrooms' Doors: Phenol bonded hot processed flush doors with Mortise lock of reputed make.

Toilets' Doors: Phenol bonded hot processed doors with lamination inside.

Video door bell will be provided at the entrance gate.

Windows: Anodized or Powder Coated aluminum sliding or casement windows with clear float glass.

- **Electricals:** Concealed copper wiring and modular switches and sockets of reputed brand. Requisite electrical switches and sockets will be provided in all bedrooms, Living and Dining space, kitchen and toilets. The D.T.H. points in the living space and in all bedrooms will be provided.
- **Airconditioning:** All bedrooms and Drawing/Dining will be provided with high wall air-conditioning units with one outdoor unit. The air-condition machines will be of 'Mitsubishi' or 'Daikin' make or of equivalent brand.
- **Toilets:** Flooring will be of vitrified tiles. Vitrified tiles up to the door height will be cladded all around the toilets' walls. E.W.C. will be of wall hanging type of 'Hindustan Sanitaryware' or 'Parryware' or of similar brands. Concealed cistern/ Flush Valve of reputed brand will be provided. Health Faucet of reputed brand will also be provided. Wash Basin of 'Hindustan Sanitaryware' or 'Parryware' or of similar brand to be fixed on platform. There shall be arrangement for hot and cold water. C. P. fittings will of 'Jaquar'/ESS ESS/ESSCO or equivalent brand. There will be electrical point for geyser.
- **Kitchen:** Flooring will be of vitrified tiles. Counter will be made of black stone and granite counter top. Sink will be of Stainless Steel with hot and cold-water supply provision. Vitrified tiles up to 2 feet above the counter will be cladded. Electrical Points will be provided for refrigerator, microwave oven, R.O./Water Purifier, Chimney and Exhaust Fan.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure including the roof, the Common Areas, facilities and amenities of the Project (including lifts, generator, water pumps with motor, firefighting equipment, Gym equipment, television, air-condition machines installed in common areas, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Allottee in common with other flat owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, and exit, landings and staircases of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the

premises etc. The costs of cleaning and lighting the Common Areas, landscaped areas, gardens, swimming pool, gymnasium, spa, the main entrance, passages, driveways, landings, staircases and other parts of the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

2. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Areas (including lifts, generators, water pumps with motors, fire-fighting equipment, air-condition machines installed in common areas and areas of amenities, Gym equipment, etc.) and also the costs of repairing, renovating and replacing the same and amount payable for having annual maintenance contracts and license fees for various aforesaid items. Cost of all licenses and no objection certificates to be obtained from various authorities and/or the Government Departments for activities of the buildings.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Buildings including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **ELECTRICITY CHARGES:** Cost of electricity charges payable to CESC Ltd. or other organization or authorities for electric power consumed in using common areas, facilities, amenities and services.
8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
9. **REPAIRS & RENEWALS:** cost of painting the exterior and interior of the buildings and its repairing. The repairing of any equipment installed for common user and renewals thereof from time to time.

10. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Other terms and conditions)

1. **Right of allottee to use common areas subject to payment of maintenance charges:** The Allottee hereby agrees to acquire the Apartment on the specific covenant that his right to the use of Common Areas, Facilities and Amenities shall be subject to timely payment of Maintenance Charges, as determined by the Promoter or the Association of the Allottees and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement including in the Schedules thereto and as specified by the Promoter or the Association from time to time.
2. **Additions or Replacements:** As and when any plant and machinery, including but not limited to, DG set, Lifts, pumps, air-conditioning machines, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
3. **Maintenance and Association**
 - 3.1 Upon formation and operationalization of the Association of the Allottees, the Promoter will hand over its management for maintenance of the Project to the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Allotted Apartment and common areas and facilities in the Project.
 - 3.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are

not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold apartments to any of the prospective Allottees.

- 3.3 For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon formation of the Association by the Association from time to time. The Maintenance Charges shall become payable from the period mentioned in clause 7.2 of this agreement. In case the Allottee fails to pay the same, (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment, the advance maintenance charges fall below the three (3) months average of the Maintenance Charges, then the Allottee shall be obligated to make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill. Any outstanding maintenance charges shall constitute a charge upon the allotted apartment in favour of the Promoter or the Association of the Allottees as the case may be.

4. Interim Maintenance Period:

- 4.1 During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.
- 4.2 The maintenance and management of Common Areas by the Promoter will Primarily include but not limited to maintenance of water works and drainage and sewerage systems, common electrical installations, DG Set, driveways, parking areas, lobbies, lifts and staircases, fire detection, Annual Maintenance Contracts, License Fees, etc.

- 4.3 The Rules/Bye-Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.
- 4.4 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye-laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- 5. Common Expenses:** The Allottee shall pay on due dates the Common Expenses and all other outgoings and taxes specified in **Part-I** of the **Seventh Schedule** hereunder written.
- 6. Nomination by Allottee:** The Allottee may, with the prior consent in writing of the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Allotted Apartment. Any such nomination shall be at the sole risk and costs of the Allottee and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees, taxes and other charges and outgoings as may be occasioned due to aforesaid nomination shall be payable by the Allottee or its nominee. Further, the Allottee shall be required to pay Rs. 1,00,000/- (Rupees one lakh only) to the Promoter being the charges for such nomination and/or assignment.
- 7. Conditions on Transfer by Allottee:** The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges, outgoings, dues payable by the Allottee to the Promoter in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.
- 8. Right to put Neon-Sign etc. by Promoter:** The Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Building as the Promoter, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.

9. Right for Additional Construction:

Subject to the provisions of the Act and the Rules framed thereunder, the Promoter shall be entitled for additional construction on the buildings comprising Tower-1, Tower-2 and Tower-3 either by constructing additional floor or otherwise but strictly in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation. However, the time period for completion of construction and handing over the allotted apartment to the Allottee will remain unchanged. The Promoter will exclusively be entitled to dispose of such additional construction.

10. Method of Calculation of Areas:

- (a) The Carpet Area of the Flat mentioned in the Second Schedule hereto includes the usable floor area thereof and the area covered by the internal partition walls thereof but excludes the area covered by the external walls and areas under services shafts and exclusive balcony/verandah. Be it mentioned that the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereunder written has been determined on the basis of the carpet area of (i) the Flat, (ii) exclusive balcony/verandah, (iii) the Servant Quarter, if any and (iv) 50% of the carpet area of the open terrace and/or sky terrace, if attached to the Flat.

- (a) The Built-Up area of the allotted Apartment mentioned in the Second Schedule hereto includes the Net Carpet Area thereof mentioned therein separately and includes the thickness of the external walls, columns and pillars thereof and therein and thickness of the parapet walls of the open terrace, if attached to the Flat Provided That if any external wall column or pillar of the Servant Quarter is common between Servant Quarters then only one-half area thereof shall be a part of the built-up of such Servant Quarter. In the case of servant room, all common areas to be used by servant rooms' inmates have been proportionately added while calculating the built-up area of the servant room.

- (b) The Super Built-Up Area of the Allotted Apartment mentioned in the Second Schedule hereto includes and has been determined on the basis of the built-up area thereof mentioned therein and also includes the proportionate share of the Common Areas attributable to the Allotted

Apartment on the basis of the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereto.

11. **Deposits on Super Built-up Area:** The Allottee shall pay and deposit the Maintenance Charges and Sinking Fund mentioned in Item No. 5 and Item No.6 respectively of Clause 1.2.2 of Section III hereinabove on the basis of Super Built Up Area of the Allotted Apartment.
12. **Indemnity by Allottee:** The Allottee shall be and remain responsible for and to indemnify the Promoter and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter as a result of any act of omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.
13. **PROJECT ADVOCATES:** Unless changed by the Promoter, Mr. Nilay Sengupta of 6A, Kiran Shankar Roy Road, 3rd Floor, Kolkata-700 001 shall be the Advocates for the documentations concerning the transfer of the Apartment and other areas and portions of the Project.
14. **PROJECT ARCHITECT:** Unless changed by the Promoter, Mr. Indranil Ghosh of 78 S.P. Mukherjee Road, Kolkata-700026 shall be the Architect for the Project.
15. **BUILDING NAME:** The Project shall bear the name "**LA MIRADA**" or such other name as be decided by the Promoter from time to time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -
 - (a) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance charges will be computed on

the basis of actual expenses incurred/to be incurred by the Maintenance In-Charge. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.

- (b) The charges for provision of back-up power to the extent of 4 KVA power for 4 BHK Apartment and 3 KVA for 3 BHK Apartment to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
- (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Kolkata Municipal Corporation. Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
- (d) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) All other taxes, impositions, levies, cess, fees, expenses and outgoings, betterment fees, development charges and/or levies under any statute, rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or any Common Areas thereof.

- (f) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments, rates, taxes, impositions and/or outgoings.
 - (g) All penalty, surcharge, interest, costs, charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of three (3) months from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

PART-II
(COMMON HOUSE RULES)

1. The Allottee binds himself and covenants:
- (a) to use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy, illegal or immoral activity

at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.

- (b) to apply for and obtain at his own costs separate assessment of the Allotted Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
- (c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Allotted Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects, decays and want of repair in the Allotted Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- (d) to co-operate with the Maintenance In-charge in the management, maintenance, control and administration of the Buildings Complex and other Common Purposes.
- (e) to keep the Allotted Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections, fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Allotted Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Allotted Apartment.
- (f) to keep the Common Areas and Common Facilities, Common Amenities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the other common areas or other portions of the said Premises.
- (g) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Ltd., Fire Service Authorities,

Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- (h) Other than at the place of his Car Parking Space, the Allottee shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (i) not to grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any or the Allotted Apartment independent of the other or others to any other Co-owner of the Building and none else.
- (j) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Allotted Apartment or the Common Areas facilities and Amenities for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project. Not to carry or cause to be carried any wiring for electricity, broadband connection, cable tv or for any other purpose by cutting holes in the exterior walls of the allotted apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.
- (k) not to close or permit the closing of balconies/verandahs in the Allotted Apartment.
- (l) not to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.
- (m) not to do or permit to be done any act, deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of

the Building Complex or the said Premises or may cause any increase in the premia payable in respect thereof.

- 1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
- a) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Allottee and his servants, employees, agents, tenants or licensees and/or the Allotted Apartment.
 - b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.
 - c) have a charge on the Allotted Apartment until the payment of all outstanding amounts as aforesaid and set right of the breach of covenants, terms and conditions to be observed and performed by the Apartment Allottee.

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

SIGNED SEALED AND DELIVERED on behalf of the within named **PROMOTER, SWASTIK PROJECTS PVT. LTD.** by its Director, Mr. Kiran Chand Lunawat at Kolkata in the presence of:

For Swastik Projects Pvt. Ltd.

Director

SIGNED SEALED AND DELIVERED by the within named **ALLOTTEE, Shri** at Kolkata in the presence of:

Drafted by:

Nilay Sengupta,
Advocate,
6A, Kiran Shankar Roy Road,
Kolkata-700001.

DATED THIS DAY OF 2023

BETWEEN

SWASTIK PROJECTS PRIVATE LIMITED

... VENDOR/PROMOTER

AND

SHRI

... ALLOTTEES/PURCHASERS

AGREEMENT FOR SALE

**(Apartment No. in Tower ...)
46A/1, Biplabi Barin Ghosh Sarani,
Kolkata-700067.**

**Sri Nilay Sengupta
Advocate
6A, K.S. Roy Road,
Kolkata-700001.**