

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this _____ day of _____, 2023 at Kolkata.

By and Between

Mr. Keshar Chand Padia, son of Late Dwarka Das Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87, Southern Avenue, Kolkata – 700 029 having Income Tax PAN No. **AIKPP4911F** and Aadhar no. **710785887742** represented by his Constituted Attorney Mr. **Vijay Padia**, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at – 87, Southern Avenue, Kolkata – 700 029, having Income Tax PAN No. **AAHPP2801R** and Aadhar no. **567162615095**, hereinafter referred to as the “**Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **First Part**;

AND

Lumberman Wood Private Limited (CIN No. U5190WB1993PTC057371), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/1a Vanistrat Row, Kolkata – 700001 (PAN-**AAACL4469K**), represented by its authorized signatory Mr. Vijay Padia, Director of Lumberman Wood Pvt. Ltd., son of Keshar Chand Padia, residing at 87, Southern Avenue, Kolkata – 700 029 having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095**, authorized vide board resolution dated 25.04.2023 hereinafter referred to as the “**Promoter/Co-Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **Second Part**;

AND

_____ residing at _____ having Income TAX PAN No. _____ and Aadhar No. _____, hereinafter referred to as the “**Purchaser/s/Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals

his/her/their respective heirs, executors, administrators and assigns/its successors and in case of a body corporate its successors-in-title and in case of a partnership firm the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time, the Coparceners and the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor of them and in case of a trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them) of the **Third Part**;

The Owner, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

1. Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder jointly sold the land measuring more or less 6 Cottahs being plot No.5., situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI DAMODAR DAS PADIA alias DAMODAR PADIA registered at Sonarpur S.R. office and recorded in Book No. 1, Volume No. 24, Pages – 271 to 279, being No. 1590 for the year 1981 and after purchasing the aforesaid property, the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA.
2. By virtue of the said being No. 1590 for the year 1981 the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA became the owner of 6 Cottahs and got the property recorded in his name in the L.R. Records of Rights, vide L.R. Khatian No. 617 and also in the Municipal records, vide Holding No. 129, Ward No – 27, Uttar Kumrakhali.
3. Ram Awatar Poddar, son of Ram Kumar Poddar sold, transferred and conveyed land admeasuring more or less 6 Cottahs, being plot No. 6 situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1172 on 5/2/1993 to M/S.LUMBERMAN WOOD PVT. LTD. registered at Sonarpur A.D.S.R office and recorded in Book No. 1, Volume No. 10, Pages – 40 to 46, being No.

662 for the year 1993.

4. One Biswanath Padia who became the owner virtue of a Deed being No. 5440 for the year 1987 executed by and between the said Biswanath Padia and Rajesh Poddar, son of Ram Awatar Poddar; the said Biswanath Padia sold the land measuring more or less 6 Cottahs being plot No. 7, situated and lying at Mouza -Kumrakhali, J.L. No.48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No.1239 on 05.02.1993 to M/S. LUMBERMAN WOOD PVT. LTD. registered at Sonarpur A.D.S.R. Office and recorded in Book No. I, Volume No. 10, Pages 33 to 39, being No. 661 for the year 1993.
5. That by virtue of the said two Deeds being Nos. 662 for the year 1993 and 661 for the year 1993, the said M/S. LUMBERMAN WOOD PVT. LTD. became the owner of all that 12 cottahs of land in plot no. 6 and 7 situated and lying at Mouza -Kumrakhali, J.L. No.48, comprising in R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 and got its name recorded in L.R. Records of right, vide L.R. Khatian No. 1214/1 and also mutated in Municipal office, vide Holding No. 130, Uttar Kumrakhali.
6. Sri Anand Padia, son of Late Sanwormal Padiagifted all that land admeasuring more or less 6 Cottahs 3 Chattaks 5 Sq.ft. being Plot No.1, situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1343, on 25/8/2009 as a gift to SRI KESAR CHAND PADIA registered at A.R.A. – I, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages – 6278 to 6294, being No. 8999 for the year 2009.
7. Smt. Pushpa Agarwal, Sanjoy Agarwal, Smt. Vandhana Agarwal, Smt. Sangetta Goyal and Smt. Neema Choudhury gifted all that land admeasuring more or less 6 Cottahs being plot No. 2, situated and lying at Mouza – Kumrakhali, J.L.No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 581, on 18/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – I, Kolkata and recorded in Book No. 1 C.D. Volume No. 20, Pages – 1290 to 1308, being No. 8762 for the year 2009.

8. Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder jointly sold the land measuring more or less 6 Cottahs being plot No. 3, situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S. & L.R. Dag No. 9, Touzi No. – 260, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI KESHAR CHAND PADIA registered at S.R. Sonarpur office and recorded in Book No. 1, Volume No. 24, Pages – 236 to 243, being No. 1586 for the year 1981.
9. Sri Gopal Chand Padia, son of Late Dwarka Das Padia gifted all that the land admeasuring more or less 6 Cottahs being plot No. 4, situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 488 on 19/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – 1, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages -1576 to 1591, being No. 8780 for the year 2009.
10. By the aforementioned Deeds being nos. 8999 for the year 2009; 8762 for the year 2009; 1586 for the year 1981 and 8780 for the year 2009 the said SRI KESHAR CHAND PADIA became the absolute owner of all that 24 cottahs 3 chattaks 5 sq. ft. of land in plot nos. 1, 2, 3 and 4 situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239 got the property recorded in his name in Municipal office, vide Holding No. 125, 126, Uttar Kumrakhali, Ward No. 27.
11. That thereafter vide a Deed of Gift being No. 14562 for the year 2012 recorded in Book – I, CD Volume No. – 38, Pages 2443 to 2462 registered with the office of ADSR Sonarpur Lumberman Wood Private Limited, the Promoter/Co-Owner herein gifted all that undivided 4 Chattaks out of its 12 cottahs of land comprised in Plot Nos. 6 & 7 in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1171, 1172, 1214/1, Holding Nos. 130 & 131, Uttar Kumrakhali, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to the said SRI KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA.

12. Simultaneously vide a Deed of Gift being no. 14557 for the year 2012 recorded in Book No. 1, CD Volume No. 38, pages 2475 to 2496 registered with ADSR Sonarpur, the said SRI. KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undermarketed 4 chattaks out of their 30 cottahs 3 chattaks 5 sq.ft. of land in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 1343, 581, 488, 432 & 617, Holding Nos. 125, 126, 128 & 129, Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to Lumberman Wood Private Limited.
13. Thereafter vide a Deed of Gift being no. 1681 for the year 2016 recorded in Book No. 1, Volume No. 1629-2016, Pages from 35776 to 35791 registered with the office of ADSR Garia, the said SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undivided 6 cottahs of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131, P.S. Sonarpur, Pargana – Medanmolla, comprised in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 617, Holding No. 125, Uttar Kumrakhali, Ward No. 27 of Rajpur Sonarpur Municipality, District South 24 Parganas in favour of SRI KESHAR CHAND PADIA.
14. Thus by virtue of the said Deed of Gift being no. 14562 for the year 2012 along with Deed being nos. No. 8999 for the year 2009; being No. 8762 for the year 2009; being No. 1586 for the year 1981 and being No. 8780 for the year 2009 and Deed of Gift being no. 1681 for the year 2016, the said SRI KESHAR CHAND PADIA became the absolute owner of all that 30 cottahs3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 432.
15. By virtue of two Deeds being Nos. 662 for the year 1993 and 661 for the year 1993 andDeed of Gift being No. 14557 for the year 2012, the said M/S. LUMBERMAN WOOD PRIVATE LIMITED became the owner of all that 12 cottahs of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian No1214/1.
16. The owner and the Co-Owner thus became the absolute and lawful owners of all that

Land totally admeasuring 42 Cottahs 3 Chattaks 5 Sq.ft. being plot Nos. 1,2,3,4,5,6 & 7 situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S, R.S. & L.R. Dag No.9,Touzi No. – 260, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian Nos.432& 1214/1, Holding No. 125, Uttar Kumrakhali, Ward No.27, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District – South 24-Parganas (hereinafter collectively called and referred to as the “Said Premises”) vide two gift deeds dated 11/12/2012 registered at the office of the Additional Sub-Registrar at Sonarpur recorded in Book No. 1, CD Volume No. 38 Pages from 2443 to 2462, and 2475 to 2496 to being Nos. 14562 and 14557 of the year 2012.

17. The owner and the Co-Owner got all that total land admeasuring 42 Cottahs 3 Chattaks 5 Sq.ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. and L.R. Dag No.9, L.R. Khatian Nos. 432 & 1214/1, Ward No. 27, Holding No. 125, Uttar Kumrakhali mutated in their name under Rajpur-Sonarpur Municipality.
18. The owner SRI KESHAR CHAND PADIA being desirous of developing the said land approached the co-owner herein being Lumberman Wood Private Limited.
19. Thereafter the said SRI KESHAR CHAND PADIA and M/s. LUMBERMAN WOOD PRIVATE LIMITED entered into a Development Agreement dated 26.04.2023 being no. _____ recorded in _____ registered with the office of _____ for development of all that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9, Ward No. 27, Holding No. 125, Uttar Kumrakhali mutated in their name under Rajpur-Sonarpur Municipality.
20. A power of Attorney dated 26.04.2023 being no. _____ recorded in _____ registered with the office of _____ was also executed by the said SRI KESHAR CHAND PADIA in favour of Mr. Vijay Padia. Director of Lumberman Wood Private Limited being the nominee of the said M/S. LUMBERMAN WOOD PRIVATE LIMITED for the said purpose of development.
21. In pursuance thereof the said co-owner/ promoter Lumberman Wood Private Limited duly got a sanction plan approved bearing no. 132/Rev/CB/27/80 from the Rajpur Sonarpur Municipality with respect to development on the total land admeasuring 42 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9 (morefully described in Schedule A hereinbelow)

referred to as the Scheduled Property under the Project Name "**Southern Woods**". The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

22. The promoter herein has been granted the commencement certificate to develop the Project vide approval dated 29.10.2022 bearing no. 132/Rev/CB/27/80.
23. The Promoter/ Co-Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____.
24. The project shall consist of an 11 storied building plus a basement and a ground floor wherein the Ground and First Floor shall be used for commercial purposes and from Second to Eleventh shall be used for Residential purposes only. Further, the Front Area of the Ground and First Floor shall be used by the Commercial Allottee(s) only and the Residential Allottee(s) shall have no right over such area.
25. The Purchaser/ Allottee(s) herein being interested in the Project has applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ Square feet, type _____, on _____ floor along with open/basement/Multi-Level Car Parking (MLCP), parking no. _____ ad measuring _____ square feet in the _____ floor being parking no. _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C).
26. 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(s) hereby agrees to purchase the Apartment along with the open/basement/MLCP parking as specified in paragraph 23.
27. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

28. 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.
29. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in paragraph 25 and the schedule mentioned hereinabove;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only):

Block No. _____ Type _____ Floor _____	Rate of Apartment per square feet*

[AND]

Open/Basement/MLCP parking – 1	Price for 1
Open/Basement/MLCP – 2	Price for 2

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee(s) to the Promoter towards the Apartment;*
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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;*
- iii. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) 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;*

The Total Price of Apartment includes:

- 1) pro rata share in the Common Areas; and
- 2) _____ Open/basement/MLCP parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee(s) 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(s) 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(s), which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) 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(s) 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(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) 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(s) 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(s). If there is any increase in the carpet area allotted to the Allottee(s), the Promoter shall demand that from the Allottee(s) 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 9.2 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to Apartment as mentioned below:

The Allottee(s) shall have exclusive ownership of the Apartment;

The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with the occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

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.

It is made clear by the Promoter and the Allottee(s) agree that the Apartment

along with _____ open/basement/MLCP parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land 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 infrastructure for the benefit of the Allottee(s). It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other areas and i.e., areas and facilities falling outside the Project, namely "**Southern Woods**" 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 apartment to the Allottees, which has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities

payable

to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the 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(s) has paid a sum of Rs. _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals, which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made

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

The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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 Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE:

Time is the essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule D ("Payment Plan")

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall return to the Allottee(s) the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under

this Agreement.

Procedure for taking possession:

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice) and the Promoter shall give possession of the Apartment to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within _____ days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary _____ indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee(s). In case the Allottee(s) _____ fails _____ to take possession within the time period in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee(s):

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee(s):

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

Provided that where the allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee(s) shall be returned by the promoter to the allottee(s) within 45 days of such cancellation.

Compensation:

The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the dates specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over the possession of the Apartment.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

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

The Promoter has absolute, clear and marketable title with respect to the said

Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

There are no encumbrances upon the said Land or the Project; liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever, subject to charges on the said premises as on existing with various Banks and/or Financial Institutions.

There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have 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 Land, Building and Apartment and common areas;

The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

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 Land, including the Project and the said Apartment to the Allottee(s) in the manner, affect the rights of Allottee(s) under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of the Allottees;

The Schedule Property 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 Schedule Property;

The Promoter shall follow the norms as laid down by the Indian Green Building Council and the WBRERA Rules and Regulations for the purpose of development of this instant project.

The Promoter has duly paid and shall continue to pay and discharge all government dues, rates charges and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project to the competent Authorities;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

That the property is not Waqf property.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

Subject to the Force Majeure clause,

the Promoter shall be considered under a condition of Default, in the following events:

9.1.1 Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. 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;

9.1.2

Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder;

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

Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the citation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or

The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the apartment, along with interest at

the rates specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rates specified in the Rules, for every month of delay till the handing over the possession of the Apartment.

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

In case the Allottee(s) fails to make payments for _____

consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/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 of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

The allottee(s) shall allow the free ingress and egress to the men and agents of the Maintenance Agency/ Association for maintenance of the Building as and when required without any protest or demur.

12. DEFECT LIABILITY:

It is agreed that in case structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter (not attributable to the Allottee(s)) as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) 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(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee(s) hereby agree to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performed by the Allottee(s) of all his/her obligations

in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

All the allottees/ occupants shall have free ingress and egress to the common areas of the Building without any obstruction from each other/ any third party.

The roof shall be common to all the allottees (residential/commercial as specified in the respective deed) of the Building.

The promoter shall earmark space for installation of Common Facilities and/or amenities on the roof including but not restricted to: "Television Antenna, dish, router and/or any other facility and amenities as may be required and legally permissible."

All the Allottees/ occupants of the Building shall use the said earmarked space for installation of their required devices in the common area so earmarked and at no other space.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIR:

The Promoter/maintenance agency/association of allottees shall have the right of unrestricted access of all Common Areas, open/basement/MLCP parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the 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.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **Southern Woods**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above,

The Allottee(s) shall, after taking possession, be solely responsible to maintain the

Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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.

The Allottee(s) 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building.

The Allottee(s) shall also not remove any wall, including the outer and load bearing of the Apartment.

The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees.

The allottee(s) shall abide by all the rules and regulations of the association.

The Allottee(s) / Purchaser(s) shall follow the norms as laid down by the Indian Green Building Council and the WBRERA Rules and Regulations

The Allottee(s) shall be responsible for any loss or damages arising out of breach of any aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):

The Allottee(s) is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby

undertake that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building 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(s) who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT, 1972:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights set out in this Agreement, waive the breach by the Allottee(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on

the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take 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 transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

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

_____ Name(s) of Allottee(s)
_____ (Allottee(s))

Address(es))

_____ Contact No.

_____ Email Id.

M/s _____ Promoter name
_____ (Promoter Address)

_____ Contact No.

_____ Email Id.

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

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the

Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out 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 through the Adjudicating Officer appointed under the Act.

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

34. NOMINATION/TRANSFER CHARGES

1. The Allottee(s) agrees that it shall not be entitled to transfer and/or assign the benefits of this Agreement nor nominate any other person in his/her/its place under this agreement.
2. Allottee(s) may assign and/or transfer their rights relating to the said unit under this Agreement to any third party only upon payment of the Charges/Fees to the Developer for the Documentation a sum equivalent to Rs. 1,75,000 (Rupees One Lakh Seventy-Five Thousand) in case of 2BHK Units and Rs. 2,10,000 (Rupees Two Lakh Ten Thousand) in

case of 3BHK Units, hereinafter referred to as the Transfer Fees to the Developer and simultaneously the Developer upon the receipt of the Said Transfer Fee shall allow the transfer, subject to the Said Transfer shall be coupled with the Undertaking of the Third Party to observe/fulfill the obligations to be observed/fulfilled by the Allottee(s) herein.

35. FORCE MAJEURE

- a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

- b) Force Majeure shall mean;
 - i. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Development.
 - ii. Riot, insurrection or other civil commotion, in each case in around the Said Premises and affecting Development.
 - iii. Any affect of the natural elements, including lighting, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon or tornado, in or around the Said Premises and affecting Development.
 - iv. Declaration of Covid-19 and / or any pandemic / epidemic.
 - v. Labour Unrest
 - vi. Abnormal Increase in prices of raw materials or shortage of supply thereof
 - vii. Non-performance by contractors
 - viii. Acts of Gods
 - ix. Recession in economy or in the industry.
 - x. Prohibitory / Restrictive orders from any Court of Law or Judicial or Quasi - Judicial Authorities, Statutory Bodies or Departments, Municipalities, Governments.
 - xi. Tempest

SCHEDULE 'A' – [SAID PREMISES]

All that piece and parcel of land admeasuring 42 cottahs 3 chattak 5 sq. ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 432 &1214/1, Holding No. 125,Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Narendrapur, District South 24 Parganas

SCHEDULE 'B' –

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE OPEN/BASEMENT/
MLCP [PARKING (AS APPLICABLE)] ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'C'

-FLOORPLANOFTHEAPARTMENT

SCHEDULE 'D' - PAYMENT PLAN BY THE ALLOTTEE(S)

Payment Breakup of Southern Woods	
Booking Amount + GST	10% + GST
Agreement Amount (within 30 days from the Booking) + 50% Legal Fees	10% + GST
Ground Floor Roof Casting	10% + GST
3 rd Floor Roof Casting	10% + GST
5 th Floor Roof Casting	10% + GST
7 th Floor Roof Casting	10% + GST
9 th Floor Roof Casting	10% + GST
11 th Floor Roof Casting	10% + GST
Completion of Brick Work & Plastering	10% + GST
On Possession (EDC 100%+Registration+Legal Fees 50%)	10% + GST
Total Amount	

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s): (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name –

Address _____

2. Signature _____ Name –

Address _____

