

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") (Without Possession) executed on this 09th day of December, 2023.

BY AND BETWEEN

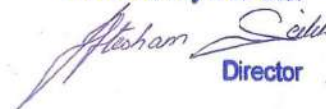
OAS REALTY PRIVATE LIMITED(PAN-AABCO1647F), a Private Limited Company, incorporated within the meaning of the Companies Act., 1956, having its registered Office at Bibirhat, P.O. Bakhrahat, P.S. Bishnupur, District South 24 Parganas, Pin - 743377, in the state of West Bengal and having its City Office at No.522A/1, Diamond Harbour Road, 1st Floor, P.O. & P.S. Behala, Kolkata-700034, being represented by its Director **IFTESHAM SEIKH** daughter of Late Ramjan Ali Sk, (**PAN-LFFPS0340G**), by Faith-Islam, by Nationality-Indian, by Occupation- Business, residing at Village-Nandabhanga, P.O.Bakhrahat, P.S. Bishnupur, District South 24 Parganas, Pin-743377, in the State of West Bengal, hereinafter referred to as the "**PROMOTER/VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns), of the **ONE PART**

AND

[If the Allottee is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., (PAN.....), represented by its authorized signatory, duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

OAS Realty Pvt. Ltd.


Director

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN.....), represented by its authorized partner,....., authorized vide dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms.....(PAN.....), son / daughter of....., aged about....., residing at, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr....., (PAN.....) son of aged about.....for self and as the Karta of the Hindu Joint Mitakshara Family known as..... HUF, having its place of business / residence at....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees), of the OTHERPART.

The Promoter and the purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.

- B. The Promoter is the absolute owners of **All That** piece and parcel of land measuring more or less an area of 27 Bigha 8 Cottahs 1 Chittack 6.437 Sq.ft. equivalent to 36660.297 Sq.Mt corresponding to 906 Decimals as pre Deed and 14 Bigha 7 Cottahs 15 Chittack 32.50 Sq.ft. equivalent to 19263.053 Sq.Mt. corresponding to 476 Decimals as per ROR, lying and situate at Mouza- Makhalia, J.L- 44, L.R. Dag No - 168(P), 169, 175,182 (P), 183(P),184, 185, 186, 187(P), P.S.- Bishnupur, Under Bakhrahat Gram Panchayat , Dist-South 24 Parganas within the jurisdiction of Bakhrahat Gram Panchayet, under the jurisdiction of District Sub-Registrar Office at Alipore, Sub-Registry Office A.D.S.R. Bishnupur, in the District South 24 Parganas, described in the **SECOND SCHEDULE** hereunder written.
- C. The said Property is earmarked for the purpose of building a Project (as hereinafter defined).
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Property on which the Project is to be constructed has been completed.
- E. The South 24 Parganas Zilla Parishad has granted permission Vide Memo No.- 1883/ZP/Engg/BP/23Dated 13/10/2023.
- F. The Promoter has obtained the sanctioned plan for the Project from South 24 Parganas Zilla Parishad and other concerned authorities as mentioned in the Definition No.xxi (being the definition of Plan) herein below. The Promoter agrees that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxi (being the definition of Plan) herein below.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no..... ;
- H. The purchaser has applied for an UNIT in the Project vide application dated-, for allotment of the said Unit (as hereinafter defined) described in the **THIRD SCHEDULE** hereunder written, and also herein below:

All That the Residential UNIT, containing a **Built-up Area** whereof being **1629 Square Feet** more or less at the said Property described in the **First Schedule** and the total **Super Built Up Area** being **1894 Square Feet**, consisting of 3 Bed Rooms, 1 Living cum Dining, 1 Kitchen with Dry Storage, 3 Toilet, 1 W.C, 1 Semi Covered Balcony , 1 Open Terrace, Study Space, Family Space, 2 Nos. of 4 Wheeler Parking, Raised Lawn, Private Garden with tiles floor finished and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

- I. The Parties has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- J. [Please enter any additional disclosures/details]

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

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

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the purchaser hereby agrees to purchase the said Unit as specified in Para-I above.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the UNIT as specified in Para I:

1.2 The Total Price for the UNIT based on the carpet area **Rs./-(Rupees)** **Only** (" Total Price ") as also mentioned in **Part-I** of the **Sixth Schedule** hereunder written, break up whereof is as follows:

Head	Price
A UNIT having Built-up Area of 1629 Sq.Ft. & Super Built Up Area 1894 Sq.Ft.	Rs./-
Total	Rs./-

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Promoter towards the UNIT.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the UNIT to the Purchaser and the project to the association of Purchaser or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser .

- (iii) The Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Promoter within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. has been imposed or become effective.

(iv) The Total Price of UNIT includes recovery of price of land (proportionate share), construction of [not only the UNIT but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the UNIT, lift (optional), water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the UNIT and the Project.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Purchaser on the consideration payable to the Promoter and the same shall be deposited by the Purchaser to the concerned authority within the time period stipulated under law and the Purchaser shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Purchaser to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Purchaser under this agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free, save and except increases which the Purchaser 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser.

1.4 The Purchaser (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Sixth Schedule** hereunder written ("**Payment Plan**").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @ 3% 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 a Purchaser by the Promoter.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy / completion certificate (as applicable) 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 Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the UNIT, allotted to Purchaser, the Promoter may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in 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.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Purchaser shall have the right to the UNIT as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the UNIT.
 - (ii) The Purchaser shall also has undivided proportionate share in the Common Areas and club property. Since the share/interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas and the club along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project to the association of Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the UNIT includes recovery of price of land (proportionate share), construction of [not only the UNIT but also] the Common Areas and club, internal development charges, external development charges, taxes, cost of

providing electric wiring, electrical connectivity to the UNIT, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the UNIT and the Project.

(iv) The Purchaser has the right to visit the project site to assess the extent of development of the project and his UNIT, as the case may be, with prior written intimation and appointment.

1.8 It is made clear by the Promoter and the Purchaser agrees that the UNIT along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the UNIT to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including land cost, ground rent, panchayet 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 and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Purchaser or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the UNIT to the Purchaser, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Purchaser has paid a sum of **Rs./- (Rupees Lakhs) Only** (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the UNIT at the time of application the receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the UNIT as prescribed in the Payment Plan (**Part-II of the Sixth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **“OAS REALTY PRIVATE LIMITED”** payable at KOLKATA.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments (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 Purchaser understands and agrees that in the event of any failure on her part to comply with the applicable guidelines issued by the Reserve Bank of India, they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser 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 Purchaser and such third party shall not have any right in the application/allotment of

the said UNIT applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

The Purchaser authorizes the promoter to adjust/appropriate all payments made by his under any head (s) of dues against lawful outstanding of the Purchaser against the UNIT if any, in his names and the Purchaser undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the UNIT to the Purchaser and the common areas to the association of the Purchaser or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

6. CONSTRUCTION OF THE PROJECT/UNIT

The Purchaser has seen the proposed plan, specifications, amenities and facilities of the UNIT and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not has an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT

- 7.1 **Schedule for possession of the said UNIT:** The Promoter agrees and understands that timely delivery of possession of the UNIT to the Purchaser and the common areas to the association of Purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the UNIT along with ready and complete common areas with all specifications, amenities and facilities of the project in place on December 2028, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the UNIT.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that they will not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the UNIT, to the Purchaser 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/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities,

documentation on part of the Promoter. The Allottee 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 in writing within..... days of receiving the occupancy certificate* of the Project..,

7.3 Failure of Purchaser to take Possession of UNIT : Upon receiving a written intimation from the Promoter as per para 7.2, the Purchaser shall take possession of the UNIT from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the UNIT to the Purchaser . In case the Purchaser fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Purchaser –After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the UNITS to the Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchaser or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Purchaser or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

7.5 Cancellation by Purchaser – The Purchaser shall have the right to cancel/with draw his allotment in the Project as provided in the Act.

Provided that where the Purchaser 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 Purchaser shall be returned by the Promoter to the Purchaser within 45 days of such cancellation.

7.6 Compensation

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the UNIT (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the promoter shall be liable, on demand to the Purchasers, in case the Purchaser 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 UNIT, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.

- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already has created and/or charge on the said Property and shall be at liberty to create further mortgages and/or charges in respect of the said Property or any part thereof, and the Purchaser hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to has the said Unit released from any such mortgage and/or charge, if any, with intent that the Purchaser , subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the UNIT.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and UNIT are valid and subsisting and has 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 Land, Building and UNITS and common areas.
- (vi) 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 Purchaser intended to be created herein, may prejudicially be affected.
- (vii) 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 UNIT which will, in any manner, affect the rights of Purchaser under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said UNIT to the Purchaser in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the UNIT to the Purchaser and the common

areas to the Association of the Purchaser or the competent authority, as the case may be.

- (x) The said 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 said Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy / completion certificate has been issued and possession of UNIT or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Purchaser and the association of Purchaser or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the UNIT to the Purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the UNIT shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

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

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

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

- (i) In case the Purchaser fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by the Purchaser under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the promoter may cancel the allotment of the UNIT in favour of the Purchaser and refund the money paid to the Promoter by the Purchaser after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT

The Promoter on receipt of total Price of the UNIT as per para 1.2 under the Agreement from the Purchaser and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the UNIT together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Purchaser.

Provided that , in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate /completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Purchaser simultaneously with the delivery of possession of the UNIT to the Purchaser and the Promoter shall not be obliged to deliver possession of the UNIT to the Purchaser unless the Purchaser executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorized the promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the promoter is made by the Purchaser .All liabilities owing to such non-registration shall be to the account of the Purchaser and the Purchaser shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartibly variable share in the Common Areas and Installations attributable to the UNIT for the benefit of the Purchaser and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Purchaser as part of the said Unit, to which the Purchaser hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter in favour of the purchasers (i.e. sans the proportionate share in the Common Areas and Installations).

11. MAINTENANCE OF THE SAID BUILDING/UNIT/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 Purchaser upon the issuance of the completion certificate of the project.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Purchaser of UNITS / Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

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

It is expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Para immediately preceding and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/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 performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 (if any): The basement(s) and service areas, if any, as located within the Project, 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 Purchaser shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser formed by the Purchaser for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the UNIT at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the UNIT, 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 UNIT, and keep the UNIT, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Purchaser further undertakes, assures and guarantees that they would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building / Unit or anywhere on the exterior of the Project, building therein or Common Areas. The Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the UNIT or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the UNIT.
- 15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser and/or maintenance agency appointed by the association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement. However this clause will not be applicable for the addition of new phases as mentioned in this agreement.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the UNIT/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 Purchaser who has taken or agreed to take such UNIT.

20. UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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 Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith, including the booking amount, shall be returned to the Purchaser 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 UNIT/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 PURCHASER/
SUBSEQUENT PURCHASER**

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 UNIT and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the UNIT, in case of a transfer, as the said obligations go along with the UNIT for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Purchaser .

25.2 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.

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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to

the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser (s) in Project, the same may not be the proportion which the carpet area of the UNIT bears to the total carpet area of all the UNITS / Units in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete 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 Purchaser and after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Registrar/Additional Registrar as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. NOTICES

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

.....Name of Allottee
.....(Allottee Address)
M/s.....Promoter name
.....(Promoter Address)

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

31. JOINT PURCHASER

That in case there are Joint Purchaser all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Purchaser .

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 there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

POINT/ ANNEXTURE Not conflicted with THE RERA RULES

34. OTHER PROVISIONS:

34.1 The Purchaser shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Bankrahat Gram Panchayet, South 24 Parganas.

34.2 The Promoter shall has no right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the Property and also the covered spaces in the Building (including car

parking spaces, which is expressly provided for to the Purchaser under this Agreement).

- 34.3 Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Property and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in her absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 34.4 The Purchaser shall have no connection whatsoever with the Purchaser / Buyer of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Purchaser 's (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations and the Purchaser obligations and the Promoter rights shall in no way be affected or prejudiced thereby.
- 34.5 The properties and rights hereby agreed to be sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 34.6 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Property and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be within 7 days of a demand being made by the Promoter without raising any objection thereto.
- 34.7 For the purpose of facilitating the payment of the consideration, the Purchaser shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Purchaser obtaining any financial

assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorized by the Purchaser to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser and the Bank and/or financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser /s from such bank and/or financial institution.

34.8 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties has been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein.

34.9 Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Promoter.

34.10 The building shall bear the name unless changed by the Promoter from time to time at her absolute discretion.

34.11 The paragraph headings do not form a part of the agreement and has been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER:

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

WITNESSES TO ALL THE ABOVE

1. Signature

Name

Address

2. Signature

Name

Address

Drafted By Me

SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TOUNDER PHASE-I
(Property)

All That piece and parcel of land measuring more or less an area of 27 Bigha 8 Cottahs 1 Chittack 6.437 Sq.ft. equivalent to 36660.297 Sq.Mt corresponding to 906 Decimals as pre Deed and 14 Bigha 7 Cottahs 15 Chittack 32.50 Sq.ft. equivalent to 19263.053 Sq.Mt. corresponding to 476 Decimals as per ROR, lying and situate at Mouza- Makhalia , J.L- 44, L.R. Dag No - 168(P), 169, 175,182 (P), 183(P),184, 185, 186, 187(P), P.S.- Bishnupur, Under Bakhrahat Gram Panchayat , Dist-South 24 Parganas within the jurisdiction of Bakrahat Gram Panchayet, under the jurisdiction of District Sub-Registrar Office at Alipore, Sub-Registry Office A.D.S.R. Bishnupur, in the District South 24 Parganas.

SCHEDULES
THE SECOND SCHEDULE ABOVE REFERRED TO UNDER PHASE-II
(Said Property)

of **All That** piece and parcel of land measuring more or less an area of 27 Bigha 8 Cottahs 1 Chittack 6.437 Sq.ft. equivalent to 36660.297 Sq.Mt corresponding to 906 Decimals as pre Deed and 14 Bigha 7 Cottahs 15 Chittack 32.50 Sq.ft. equivalent to 19263.053 Sq.Mt. corresponding to 476 Decimals as per ROR, lying and situate at Mouza- Makhalia , J.L- 44, L.R. Dag No - 168(P), 169, 175,182 (P), 183(P),184, 185, 186, 187(P), P.S.- Bishnupur, Under Bakhrahat Gram Panchayat , Dist-South 24 Parganas within the jurisdiction of Bakrahat Gram Panchayet, under the jurisdiction of District Sub-Registrar Office at Alipore, Sub-Registry Office A.D.S.R. Bishnupur, in the District South 24 Parganas and butted and bounded as follows:

On the North : Boundary of Phase 1.

On the South: Other's Land.

On the East : Road.

On the West : Other's Land.

THE THIRD SCHEDULE ABOVE REFERRED TO UNDER PHASE-II:
(SOLD UNIT)

All That the **Residential UNIT**, containing a **Built-up Area** whereof being **1629 Square Feet** more or less at the said Property described in the **First Schedule** and the total **Super Built Up Area** being **1894 Square Feet**, consisting of 3 Bed Rooms, 1 Living cum Dining, 1 Kitchen with Dry Storage, 3 Toilet,1 W.C, 1 Semi Covered Balcony ,1 Open Terrace, Study Space, Family Space, 2 Nos. of 4 Wheeler Parking, Raised Lawn, Private Garden with tiles floor finished and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART-I

(Common Areas and Installations)

1. Land comprised in the said Property with fencing.
2. Entrance and exit gates of the Property.
3. Paths, Passages, Driveway and open spaces in the Property for use of any Unit.
4. Staircase including landing on all the floors of the said Unit upto top floor.
5. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and for supply of power in the said unit to the extent allocated to the owners herein and/or in the other Units during power failure and generator room in the complex.
6. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
7. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units.
8. Underground water reservoir for domestic water with a pull on pumps installed thereat.
9. Waste water and sewerage evacuation pipes from the Units to STP and drains.
10. Project Boundary walls.

PART-II

(Fittings fixtures and amenities to be provided in the said Unit)

Foundation & super structure: R.C.C. Foundation & R.C.C column.

Masonry Works :

- a) All external walls will be 200 mm thick of Fly Ash brick masonry with cement mortar 1:6 and Anti Fungal External Grade Paint over one coat water proof primer.
- b) All internal walls will be of 125 mm of Fly Ash brick masonry in cement mortar 1:4 with HB netting in alternate layer as per Architect's Design. Putty over plastered surface.

Flooring:

- Living, Dining, Bedroom , Kitchen, Balconies, Common Lobby Glossy Finish Vitrified Tiles (600x600)flooringwith 100mm high skirting of Nitco, Somany ,Kajaria or equivalent.
- Kitchen Counter: Granite stone kitchen counter over Kadappa black stone.
- Stair: Vitrified tiles (kajaria) flooring with 100mmhigh skirting
- Car park: Grass bond Paver tiles.
- Toilets: 12" X12 " matt finish Ceramic Rectified tiles.

Dado:

- Toilets: 12"x18"Ceramic wall tiles up to 7' height.
- Kitchen: Ceramic wall tiles up to 3'height over Kitchen Counter.

Doors &Frames :

- All 32 mm thick Flush door of standard make and for main door one panel door (wood/ steel) of standard make.
- All Toilet Doors: Flush Door as per Architect's Design.
- All frames made of Sal wood of size 2 ½ "x 4".

Windows & Railings:

- Sliding /open able /louvers powder coated Aluminium window with clear 5 mm Glass.
- Balcony & Staircase railing: MS railing with epoxy Paint.

Sanitary &Plumbing:

- Water Supply: Concealed CPVC Water Pipes .
- Sewerage &Drainage: PVC/UPVC Soil & Waste Pipes.
- Toilet Fixtures: White colour Ceramic Basin and European Style WC cascade type Jaquar or Equivalent
- Taps &Fittings: Chromium plated fixture of standard make Jaquar or equivalent.
- Kitchen Sink: Stainless Steel of standard make

Electrical:

- Wiring: Concealed conduit with FRLS Copper Wires, FINOLEX or equivalent.
- Switches: Moduler Type Switches of crabtree/ anchor or Equivalent.
- Light & Fan Points: Standard Numbers.
- TV Points: In Living Hall and in one Bed Room
- Telephone Point: In Living Hall and In one Bed Room
- AC Point: In All Bedroom and Living Hall.
- Microoven, Mixer grinder, Water Purifier, Washing Machine and Chimney Points.
- Geyser provision in all toilets.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common

areas, machineries and installations.

4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Property, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the building, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, his license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the building.
7. **Rates and Taxes:** Panchayet Tax, surcharge, Multistoried Buildings Tax, Water Tax, land revenue, khajna and other levies in respect of the Buildings and/or the Property and also for the common areas of the Property save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including his perquisites, bonus and other emoluments and benefits.
9. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

The **Consideration** payable by the Purchaser to the Promoter for sale of the said Unit shall as follows:

Head	Price
A UNIT having Built-up Area of 1629 Sq.Ft. & Super Built Up Area 1894 Sq.Ft.	Rs. 00,00,000/-
Total	Rs. 00,00,000/-

Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II

(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **SIXTH SCHEDULE** hereinabove shall be paid by the Purchaser to the Promoter by Cheques / Pay Orders / Demand Drafts drawn in the name of " OAS REALTY PRIVATE LIMITED "or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Installments	Demand	Due Date of Payments	Amount (%)
Application Money	During application	Immediate along with Booking	₹ 0,00,000/- + GST
Allotment Money	After issuance of allotment letter	Within 21 days from issuance of Allotment	10% minus Rs. 0,00,000/- (application money) +GST
Agreement Money	Before signing of sale agreement	Within 21 days from issuance of Allotment	10% + GST
1st Installment	On completion of foundation work	Within 21 days from issuance of Demand Letter	20% + GST
2nd Installment	On completion of ground floor Roof Casting	Within 21 days from issuance of Demand Letter	10% + GST
3rd Installment	On completion of 1st Floor Roof Casting	Within 21 days from issuance of Demand Letter	10% + GST
4th Installment	On completion of Brick Work	Within 21 days from issuance of Demand Letter	10% + GST
5th Installment	On completion of Plaster and Flooring	Within 21 days from issuance of Demand Letter	10% + GST
6th Installment	On completion of Electrical line and Plumbing line	Within 21 days from issuance of Demand Letter	10% + GST
7th Installment	On Habitable Possession	Within 21 days from issuance of Intimation for possession	10% + GST

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

i) **“Act” means the Real Estate (Regulation and Development) Act, 2016;**

ii) **“Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;**

iii) **“Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;**

iv) **SECTION** shall mean a section of the Act.

v) **PROPERTY** shall mean land measuring more or less an area of 27 Bigha 8 Cottahs 1 Chittack 6.437 Sq.ft. equivalent to 36660.297 Sq.Mt corresponding to 906 Decimals as per Deed and 14 Bigha 7 Cottahs 15 Chittack 32.50 Sq.ft. equivalent to 19263.053 Sq.Mt. corresponding to 476 Decimals as per ROR, lying and situate at Mouza- Makhalia , J.L- 44, L.R. Dag No - 168(P), 169, 175,182 (P), 183(P),184, 185, 186, 187(P), P.S.- Bishnupur, Under Bakrahahat Gram Panchayat , Dist-South 24 Parganas within the jurisdiction of Bakrahahat Gram Panchayet, under the jurisdiction of District Sub-Registrar Office at Alipore, Sub-Registry Office A.D.S.R. Bishnupur, in the District South 24 Parganas, more fully and particularly mentioned and described in the **SECOND SCHEDULE** and wherever the context so permits shall include the building thereat.

vi) **PROJECT/ BUILDING / NEW BUILDING** shall mean the new residential buildings named in under construction at the said Property presently consisting of a Ground Floor and one upper storied building, containing one independent and self contained unit, parking spaces and other constructed areas.

- vii) **PURCHASER /CO-OWNER** according to the context shall mean the persons who for the time being, own any Unit in the Building or has agreed to Purchase the same and has taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by them and/or reserved and/or retained by them for his own exclusive use).

- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the premises mentioned and specified in **PART-I** of the **FOURTH SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Purchaser **BUT** shall not include the parking spaces, roofs/open terraces at different floor levels attached to any unit as dealt with herein and other open and covered spaces at the Premises and the Unit which the Promoter may from time to time express or intend not to be so included in the common areas and installations.

- ix) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the Purchaser and all other expenses for the common purposes (including those mentioned in the **FIFTH SCHEDULE**) to be borne paid contributed and shared by the Purchaser.

- x) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up keeping the Unit and the premises and in particular the Common Areas and Installations rendition of common services in common to the Purchaser , collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchaser and relating to his mutual rights and obligations for the beneficial use and enjoyment of his respective units exclusively and the Common Areas and Installations in common.

- xi) **UNITS** shall mean the independent and self-contained area or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Land at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s, if any, attached to the respective unit.

- xii) **PARKING SPACES** shall mean covered parking spaces in the Unit at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoter at his sole discretion for parking of motor cars.

- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any UNIT, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the UNIT.

- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

- xv) **SUPER BUILT UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises (if any), **it being clarified that** in case of units having exclusive right to use any Open Private Terraces and/or divided and demarcated portion of the top roof of the building attached thereto, then one-half of the area of such Open Private Terraces / portion of the Top Roof shall be taken into consideration for arriving at the Super Built Up Area of such unit.

- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the Super Built Up Area of any Unit may bear to the Super Built Up Area of all the Units in the said building **PROVIDED THAT** where it refers to the share of the Purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).

- xvii) **SAID UNIT** shall mean the **UNIT** to be constructed at the said premises more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **FOURTH SCHEDULE**.
- xviii) **MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 1956 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoter for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE-IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter or any one or more of them.
- xx) **DEEMED DATE OF POSSESSION/ DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Purchaser to take possession of the said Unit in terms of this agreement irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **PLAN** shall mean the plan for construction of the Unit for the time being sanctioned by the South 24 Parganas Zilla Parishad, Vide Memo No.-1883/ZP/Engg/BP/23 Dated 13/10/2023 and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.
- xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxiii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

(xxiv) The expression **PURCHASER** shall be deemed to mean and include:

- (a) In case the Purchaser be an individual or a group of persons, then his, her or his respective heirs legal representatives executors and administrators.
- (b) In case the Purchaser be a Hindu Undivided Family, then its members / coparceners for the time being and his respective heirs legal representatives executors and administrators.
- (c) In case the Purchaser be a partnership firm or an LLP, then its partners for the time being and his respective successors heirs legal representatives executors administrators.
- (d) In case the Purchaser be a Company, then its successors or successors-in-office.

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Purchaser shall be consistent with the rights and interest of all the other Purchaser and in using and enjoying his respective units and the Common Areas and Installations, each of the Purchaser shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes.
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and

other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be.

- (c) to allow the Maintenance In-charge and his authorized representatives with or without workmen to enter into his units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in his units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout.
- (d) to use his respective unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.).
- (e) Not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Purchaser.
- (f) To use the Common Areas and Installations only to the extent required for ingress to and egress from his respective units of men and materials and passage of utilities and facilities.
- (g) to keep the open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the premises save his units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of his units. It is hereby expressly

made clear that in no event any Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of his unit.

- (j) 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 unit or any part of the said Premises or may cause any increase in the premium payable in respect thereof.
- (k) Not to neither alter the outer elevation of the Unit or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (m) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (n) To keep his respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around his respective units 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 his respective units. In particular and without prejudice to the generality to the foregoing, the Purchaser shall not make any form of alteration in the beams and columns passing through his respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the unit agreed to be sold to them nor vice versa, with the only exception being that they shall

be entitled to let out transfer or part with possession of his parking spaces independent of his unit to any other Purchaser of Unit in the Building and none else.

(p) In case any Open Private Terrace be attached to any unit, then the same shall be a property / right (as applicable) appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such Unit and the following rules terms conditions and covenants shall be applicable on the Purchaser thereof in relation thereto:

i) The Purchaser thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Unit owned by such Purchaser in the said building).

ii) The Purchaser thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Private Terrace nor cover the same in any manner, including Shamianas etc.

iii) The Purchaser thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.

iv) The Purchaser thereof not convert the same into a garden or add weight thereto by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building. However, the Purchaser thereof may decorate the same with reasonable quantity of potted plants.(if the purchaser intend to do terrace gardening with additional soil load, the same shall be informed to the promoter prior to this agreement and the same can be opted with additional cost without compromising the stability of the structure.)

(q) In the event any Purchaser has been allotted any car parking space within the premises, then such Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

- (i) The Purchaser shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat.
- (ii) The Purchaser shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person.
- (iii) The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever.
- (iv) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space.
- (v) The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
- (vi) The Purchaser shall remain liable for payment of all Panchayet and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.

- (r) In the event any Purchaser has been allotted any servant's quarter, whether jointly with the Unit or independently, then such Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions.
- (i) The Purchaser shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever.
 - (ii) The Purchaser shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit.
 - (iii) The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
 - (iv) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (s) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through his units.
- (t) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (u) not be entitled to nor permitted to make any structural changes / modifications to his respective units or any part thereof Provided That internal finishing work may be carried out by the Purchaser in a lawful manner.

- (v) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including Shamianas etc.
- (w) not to fix or install air conditioners in his respective unit save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Purchaser installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Purchaser shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.500/- (Rupees Five Hundred) only per sq. ft., of the super built up area of such Purchaser's Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Purchaser shall also get the layout plan of the air conditioner/s to be installed in his respective UNITS approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within his respective unit.
- (x) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Purchaser , such Purchaser shall be liable to pay to the Promoter, liquidated damages assessed @Rs.20/- (Rupees Twenty) only per sq. ft. of the super built up area of such Purchaser's Unit. Such Purchaser shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 1% (One Percent) of such actual costs, charges and expenses, for restoring the concerned Unit to its original state and condition, for and on behalf of and as the agent of such Purchaser.
- (y) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Purchaser shall be liable to pay to the Promoter penalty charges of

a sum equivalent to Rs.20/- (Rupees Twenty) only per sq. ft., of the super built up area of the concerned Unit.

- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made there under and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on his part.

- (bb) maintain at his own costs, his respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made there under) of the Government, The Bakrahat Gram Panchayet, South 24 Parganas Zilla Parishad, , WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of his respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to his respective units and/or the Building as be required to be carried out by them, independently or in common with the other Purchaser as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of his conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Purchasers.

- (cc) to apply for and obtain at his own costs separate apportionment / assessment and mutation of his respective units, as may be permissible, in the records of The Bakrahat Gram Panchayet.

- (dd) to bear and pay and discharge exclusively the following expenses and outgoings:-
 - i) Panchayet rates and taxes and water tax, if any, assessed on or in respect of his respective units directly to the Bakrahat Gram Panchayet Provided That so long as his respective units are not assessed separately for the purpose of such rates and taxes, the each Purchaser shall (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Bakrahat Gram Panchayet proportionate share of all such rates and taxes assessed on the Premises or pay the same to the Promoter as the Promoter may direct. Each Purchaser shall also be liable for payment of proportionate share of land revenue and khajna payable in respect of the said Premises.

 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of his respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Purchaser or the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to his respective units and proportionately in case the same relates to the Building or the said Premises as a whole.

 - iii) Electricity charges for electricity consumed in or relating to his respective units and until a separate electric meter is obtained by the Purchaser for his respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in his respective units from his own existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for his respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under his respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for his respective units, wholly and if in common with the other Purchaser , proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fifth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.1/- (Rupees One) only per square feet per month of the Super Built Up Area of his respective units. The said minimum rate 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 the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).

(ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere in his Unit Sale Agreements / Sale Deeds, all payments mentioned above shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other

payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same are left in his respective Units or in the letter boxes in the ground floor of the Building earmarked for his respective Units.

3. In the event of any of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing his covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Purchaser, such defaulting Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:-

- (i) Disconnect the supply of electricity to the unit of the defaulting Purchasers.
- (ii) Withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Purchaser and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit.
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the defaulting Purchaser by the tenants or licensees or other occupant in respect of the unit of the defaulting Purchaser.

3.1 It is also agreed and clarified that in case any Purchaser (not necessarily being the Purchaser herein) fails to make payment of the maintenance charges, Panchayat rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Purchaser shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

MEMO OF CONSIDERATION

RECEIVED by the within mentioned Vendor from the within named Purchaser the within mentioned sum **Rs. 0,00,000/- (Rupees Lakhs) Only** towards the part price for the Schedule property in terms of this Agreement in presence of the following witnesses and in the following manners:-

SI.N.	Cheque No.	Date	Bank Name	Branch	Amount (Rs.)
1	0,00,000
2	00,00,000
				Total	00,00,000

(RupeesLakhs) Only


**SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER/VENDOR**

WITNESSES TO ALL THE ABOVE

1. Signature
Name
Address
2. Signature
Name
Address

Dated This, 2023

**BETWEEN
OAS REALTY PRIVATE LIMITED
... VENDOR/PROMOTER
AND**

OAS Realty Pvt. Ltd.

Director

.....
PURCHASER

AGREEMENT FOR SALE