

PROJECTSPRIVATE LIMITED (PAN: AASCS2114C),(17) ACRONYM ENCLAVE PRIVATE LIMITED (PAN: AALCA0556B), (18) ANANNAT DEVELOPERS PRIVATE LIMITED (PAN: AALCA1052E), (19) ARROWSPACE CONCLAVE PRIVATE LIMITED (PAN: AALCA0515A), (20) ASRE REALTY PRIVATE LIMITED, (PAN: AALCA1053F), (21) ASTAVINAYAK HOUSING PRIVATE LIMITED (PAN: AALCA0554D), (22) AVINANDAN TRADING PRIVATE LIMITED (PAN: AALCA1429K), (23) BINAMOTI VINCOM PRIVATE LIMITED (PAN: AAFCB2365M), (24) DILIGENT NIRMAN PRIVATE LIMITED (PAN: AAECD4380P), (25) GREENHIGH ABASAN PRIVATE LIMITED (PAN: AAECG9455G), (26) GREENHIGH TRADING PRIVATE LIMITED (PAN: AAECG9474D), (27) MISTVALLEY TRADECOM PRIVATE LIMITED (PAN: AAICM2448R), (28) SAMREEK TRADECOM PRIVATE LIMITED (PAN: AASCS2128J), (29) SOMANSH CONCLAVE PRIVATE LIMITED (PAN: AASCS2129K), (30) ZEALOUS NIRMAN PRIVATE LIMITED (PAN: AAACZ6146M), (31) ADMIRABLE COMMERCIAL PRIVATE LIMITED (PAN: AALCA1060E), (32) AEROHEIGHT HOUSING PRIVATE LIMITED (PAN: AALCA0512H), (33) ALOKBARSHA TRADECOM PRIVATE LIMITED (PAN: AALCA0641D), (34) ARMoured CONSTRUCTION PRIVATE LIMITED (PAN: AALCA0513G), (35) CITISPACE TRADERS PRIVATE LIMITED (PAN: AAFCC0514R), (36) DEVOTION REALCON PRIVATE LIMITED (PAN: AAECD4379G), (37) MOONTREE SUPPLIERS PRIVATE LIMITED (PAN: AAICM2798N), (38) SANCTITY RESIDENCY PRIVATE LIMITED (PAN: AASCS2113F), (39) AGORISE INFRASTRUCTURE PRIVATE LIMITED (PAN: AALCA0514B), (40) ARCAVA NIRMAN PRIVATE LIMITED (PAN: AALCA0562H), (41) PARDARSHI MARKETING PRIVATE LIMITED (PAN: AAGCP8604G), (42) EVERSHP NIRMAN PRIVATE LIMITED (PAN: AADCE2165J), (43)SIDDHIBHUMI NIRMAN PRIVATE LIMITED (PAN: AASCS2330J), (44) RAVIJYOTI MERCHANTS PRIVATE LIMITED (PAN: AAGCR1253H), (45) SONAR TARI HOUSING PRIVATE LIMITED (PAN: AASCS2329D), (46) SWAPNADEEP PROJECTS PRIVATE LIMITED (PAN: AASCS3529F), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office -Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, all are represented by its attorney **M/S. RAJWADA REALTECH (PAN - ABBFR3670H)**, a registered Partnership Firm, having its registered office at 26, MahamayaMandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, duly represented by one of the authorized partner **MR. BIKASH AGARWAL (PAN: AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by occupation-Business, by Religion - Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office – Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700084, District – South-24 Parganas, by virtue of a Development Power of Attorney which was duly registered on 03.11.2020 before the office of the A.D.S.R. at Sonarpur and recorded in its Book

No. I, Volume No. 1608-2020, Pages from 112778 to 112885, Being No. 160803751 for the year 2020, **(47) M/S. P R CONSTRUCTIONS (PAN - AAWFP9638H)**, a partnership firm having its registered office at 26, MahamayaMandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, West Bengal, India, duly represented by its attorney **M/S. RAJWADA REALTECH (PAN - ABBFR3670H)**, a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, duly represented by one of the authorized partner **MR. BIKASH AGARWAL(PAN: AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by occupation-Business, by Religion - Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office – Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700084, District – South-24 Parganas, by virtue of a Development Power of Attorney which was duly registered on 03.11.2020 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, Volume No. 1608-2020, Pages from 112742 to 112777, Being No. 3750 for the year 2020, **(48) M/S. MOZ EXPORTS PVT. LTD. (PAN AADCM2705Q)**, a private limited company under the Companies Act, 1956 having its registered office at Rathtala, Post Office - Narendrapur, Police Station – Narendrapur (formerly Sonarpur), South 24 Parganas, Kolkata - 700103, West Bengal, India, duly represented by its attorney **M/S. RAJWADA REALTECH (PAN - ABBFR3670H)**, a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, duly represented by one of the authorized partner **MR. BIKASH AGARWAL (PAN: AHAPA8484B) (AADHAAR NO. 272383048531)**, son of Late Rajendra Kumar Agarwal, by occupation-Business, by Religion - Hindu, by Nationality- Indian, residing at 26, MahamayaMandir Road, Mahamayatala, Post Office – Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700084, District – South-24 Parganas, by virtue of a Development Power of Attorney which was duly registered on 09.11.2020 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, Volume No. 1608-2020, Pages from 112307 to 002339, Being No. 160803735 for the year 2020, **AND (49) B. K. CONSORTIUM ENGINEERS PRIVATE LIMITED (PAN AACCB6082A)**, a private limited company under the Companies Act, 1956, having its registered office at 9/4, Middleton Row, Room No. 1B, Middleton Mannor, Post office - Middleton Row, Police Station – ShakespearSarani, Kolkata - 700071, District – South-24 Parganas, West Bengal, India, duly represented by its attorney **M/S. RAJWADA REALTECH (PAN - ABBFR3670H)**, a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, duly represented by one of the authorized partner **MR. BIKASH AGARWAL (PAN: AHAPA8484B) (AADHAAR NO. 2723 8304 8531)**, son of Late Rajendra Kumar

Agarwal, by occupation-Business, by Religion - Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office – Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700084, District – South-24 Parganas, by virtue of a Development Power of Attorney which was duly registered on 09.11.2020 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, Volume No. 1608-2020, Pages from 112271 to 112306, Being No. 160803734 for the year 2020 hereinafter collectively called and referred to as the “**OWNERS/VENDORS**” (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

MRS.(PAN -) (AADHAAR NO -), wife of/son of, by faith Hindu, by nationality – Indian, by occupation – service, residing at ,, Kolkata -, hereinafter called and referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

M/S. RAJWADA REALTECH (PAN - ABBFR3670H), a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, West Bengal, duly represented by its Partners namely, **(1) PARVEEN AGARWAL(PAN - AGPPA1802M) (AADHAAR NO. 683800972303)**, and **(2) BIKASH AGARWAL (PAN - AHAPA8484B) (AADHAAR NO. 272383048531)**, both sons of Late Rajendra Kumar Agarwal, by occupation - Business, by Religion - Hindu, by Nationality - Indian, both residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, the Partners No. 1 namely Parveen Agarwal, duly represented by his lawful Constituted Attorney Sri Bikash Agarwal, the partner No. 2 herein, appointed nominated and constituted by virtue of a General Power of Attorney registered on 22nd July, 2020 in the office of the Additional District Sub-Registrar at Garia in Book No. IV, Volume No. 1629-2020, Pages from 6843 to 6860, Being No. 336 for the year 2020, hereinafter referred to as the “**Promoter/Developer**”(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **THIRD PART**.

The Owners and Promoter/Developer and Allottee/s shall hereinafter collectively be referred to as the parties and individually as a “party”.

DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- b) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) **“Regulation”** means the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **“Section”** means a section of the Act.

Whereas:

A. (1) AHIBARAM REALTY PRIVATE LIMITED (2) ACRONYM RESIDENCY PRIVATE LIMITED (3) ARION ABASAN PRIVATE LIMITED (4) AROHIT DEVELOPERS PRIVATE LIMITED (5) DESHANTAR SUPPLIERS PRIVATE LIMITED (6) ESCALATED DEVELOPERS PRIVATE LIMITED (7) GOLDENYATRA HOUSING PRIVATE LIMITED (8) GREENIMAGE TRADING PRIVATE LIMITED (9) JIBANJYOTI VINCOM PRIVATE LIMITED (10) PRABUDDHA MERCHANTS PRIVATE LIMITED (11) SUBHLIFE ABASAN PRIVATE LIMITED (12) WARMTH MERCHANTS PRIVATE LIMITED (13) DREAMLIFE COMPLEX PRIVATE LIMITED (14) NASHIB INFRASTRUCTURE PRIVATE LIMITED (15) SAPNANKUR TRADING PRIVATE LIMITED (16) SWAPNABHUMI INFRA-PROJECTS PRIVATE LIMITED (17) ACRONYM ENCLAVE PRIVATE LIMITED (18) ANANNAT DEVELOPERS PRIVATE LIMITED (19) ARROWSPACE CONCLAVE PRIVATE LIMITED (20) ASRE REALTY PRIVATE LIMITED, (21) ASTAVINAYAK HOUSING PRIVATE LIMITED (22) AVINANDAN TRADING PRIVATE LIMITED (23) BINAMOTI VINCOM PRIVATE LIMITED (24) DILIGENT NIRMAN PRIVATE LIMITED (25) GREENHIGH ABASAN PRIVATE LIMITED (26) GREENHIGH TRADING PRIVATE LIMITED (27) MISTVALLEY TRADECOM PRIVATE LIMITED (28) SAMREEK TRADECOM PRIVATE LIMITED (29) SOMANSH CONCLAVE PRIVATE LIMITED (30) ZEALOUS NIRMAN PRIVATE LIMITED (31) ADMIRABLE COMMERCIAL PRIVATE LIMITED (32) AEROHEIGHT HOUSING PRIVATE LIMITED, (33) ALOKBARSHA TRADECOM PRIVATE LIMITED (34) ARMOURD CONSTRUCTION PRIVATE LIMITED (35) CITISPACE TRADERS PRIVATE LIMITED (36) DEVOTION REALCON PRIVATE LIMITED (37) MOONTREE SUPPLIERS PRIVATE LIMITED (38) SANCTITY RESIDENCY PRIVATE LIMITED (39) AGORISE INFRASTRUCTURE PRIVATE LIMITED (40)

ARCAVA NIRMAN PRIVATE LIMITED (41) PARDARSHI MARKETING PRIVATE LIMITED (42) EVERSHP NIRMAN PRIVATE LIMITED (43)SIDDHIBHUMI NIRMAN PRIVATE LIMITED (44) RAVIJYOTI MERCHANTS PRIVATE LIMITED (45) SONARTARI HOUSING PRIVATE LIMITED (46) SWAPNADEEP PROJECTS PRIVATE LIMITED, the owners No. 1 to 46 herein, being the absolute owners of the land measuring more or less **73.804 Decimal** equivalent to **2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft.** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, Touzi No. 109, R.S. No. 147, Pagan – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331,split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF LAND
1	2666	422/1	2551	7.36	SHALI
2	2665	126	2550	8.28	
3	2664	842	2549	5.47	
4	2667	330	2552	10.12	
5	1071	331	706	0.34	
6	1068	331	703	0.834	
7	1067	336	702	2.76	
8	1066	422/1	701	4.6	SHALI
9	1073	760	708	34.04	SHALI
TOTAL				73.804	

under L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707, 2271, 2720, 2269 and 2278, within the limits of Rajpur-Sonarpur Municipality, Municipal **Holding No. 282**,Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, MatriBhaban Road, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on 03.11.2020

to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 112439 to 112555, Being No. 160803739 for the year 2020, and said Owners herein also executed and registered a Development Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Development Power of Attorney was duly registered on 09.11.2020 in the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 112778 to 112885, Being No. 160803751 for the year 2020.

B. (47) M/S. P R CONSTRUCTIONS, The owner No 47 herein being the absolute owners of the land measuring more or less **110.86 Decimal** equivalent to **3 Bigha 7 Cottah 1 Chittack 11 Sq. Ft.** be the same a little more less, out of which land measuring **110.31 Decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, Touzi No. 109, R. S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 2671, 2671/2916, 2668, 2669, 1065, 1069, 1067, 1066, 1074, 1073, 1071, 2670, 1070, 1072, 1076, 1077, 1078, 1050, 1051, 1053, 1054 and 1068 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 2557, 2556, 2553, 2554, 700, 704, 702, 701, 709, 708, 706, 2555, 705, 707, 711, 712, 713, 685, 686, 688, 689 and 703, under R.S. Khatian Nos. 422/1, 126, 842, 330, 215, 295, 348, 336, 383, 760, 331, 52, 58, 317 and 530, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF LAND
1	2666	422/1	2551	0.5	SHALI
2	2665	126	2550	0.58	SHALI
3	2664	842	2549	0.41	SHALI
4	2667	330	2552	0.74	SHALI
5	2671	215	2557	8.86	SHALI
6	2671/2916	49	2556	5.86	SHALI
7	2668	295	2553	20.86	SHALI
8	2669	295	2554	6.01	SHALI
9	1071	331	706	0.01	SHALI
10	1065	126	700	17.86	SHALI
11	1069	348	704	8.86	SHALI

12	1068	331	703	0.624	SHALI
13	1067	336	702	0.10	SHALI
14	1066	422/1	701	0.27	SHALI
15	1074	383	709	30.43	SHALI
16	1073	760	708	2.82	SHALI
17	2670	52	2555	2.75	SHALI
18	1070	348	705		SHALI
19	1072	317	707		DANGA
20	1076	295	711		SHALI
21	1077	295	712		SHALI
22	1078	58	713	2.75	SHALI
23	1050	530	685		DANGA
24	1051	530	686		DANGA
25	1053	348	688		DANGA
26	1054	348	689		DANGA
TOTAL				110.31	

under L.R. Khatian Nos. 2705, 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 2180, 382, 2285, 2246, 2254 and 2256, and Shaliland measuring **0.55 Decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271, R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to develop their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on 03.11.2020 to develop their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 112392 to 112438, Being No. 160803738 for the year 2020, and said Owners herein also executed and registered a Development Power of Attorney

unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Development Power of Attorney was duly registered on 03.11.2020 in the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 112742 to 112777, Being No. 160803750 for the year 2020.

C. (48) M/S. MOZ EXPORTS PVT. LTD, the owner no.48 herein, being the absolute owners of the land measuring more or less **52.757 Decimal** equivalent to more or less **1 Bigha 11 Cottaha 10 Chittack 30 Sq. Ft.** out of which land measuring **52.268 decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana – Medanmalla, under R.S. Dag Nos. 2664, 1071, 1068, 1074, 1050, 1051, 1053, 1054, 1065, 1066, 1067, 1069, 1070, 1072, 1073, 1076, 1077, 1078, 2665, 2666, 2667, 2668, 2669, 2670, 2671 and 2671/2916 Corresponding to L.R. Dag Nos. 2549, 706, 703, 709, 685, 686, 688, 689, 700, 701, 702, 704, 705, 707, 708, 711, 712, 713, 2550, 2551, 2552, 2553, 2554, 2555, 2557 and 2556, under R.S. Khatian Nos. 842, 331, 383, 530, 531, 348, 126, 422/1, 336, 317, 760, 295, 58, 330, 52, 215 and 49, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF LAND
1	2664	842	2549	9.05	SHALI
2	1071	331	706	2.7	SHALI
3	1068	331	703	8.507	SHALI
4	1074	383	709	30.5	SHALI
5	1050	530	685	0.069	DANGA
6	1051	530	686	0.069	DANGA
7	1053	348	688	0.069	DANGA
8	1054	348	689	0.069	DANGA
9	1065	126	700	0.069	SHALI
10	1066	422/1	701	0.069	SHALI
11	1067	336	702	0.069	SHALI
12	1069	348	704	0.069	SHALI
13	1070	348	705	0.069	SHALI

14	1072	317	707	0.069	DANGA
15	1073	760	708	0.069	SHALI
16	1076	295	711	0.069	SHALI
17	1077	295	712	0.069	SHALI
18	1078	58	713	0.069	SHALI
19	2665	126	2550	0.069	SHALI
20	2666	422/1	2551	0.068	SHALI
21	2667	330	2552	0.068	SHALI
22	2668	295	2553	0.068	SHALI
23	2669	295	2554	0.068	SHALI
24	2670	52	2555	0.068	SHALI
25	2671	215	2557	0.068	SHALI
26	2671/2916	49	2556	0.068	SHALI
TOTAL				52.268	

under L.R. Khatian Nos. 2180, 2705, 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 382, 2285, 2246, 2254 and 2256, and Shaliland measuring **0.069 decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271, R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarpur Municipality, Municipal **Holding No. 282**, Ward No. 27, MatriBhaban Road, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on 16.10.2020 to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 108989 to 109038, Being No. 160803659 for the year 2020, and said Owners herein also executed and registered a Development Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Development Power of Attorney was duly registered on 09.11.2020 in the office of the A.D.S.R. –

Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-202, Page from 112307 to 112339, Being No. 160803735 for the year 2020.

D. (49) B. K. CONSORTIUM ENGINEERS PRIVATE LIMITED, the owner no.49 herein, being the absolute owners of the land measuring more or less **202.28 Decimal** equivalent to more or less 6 Bigha 2 Cottaha 6 Chittack 18 Sq. Ft. out of which land measuring **181.9 decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana – Medanmalla, under R.S. Dag Nos. 2670, 1070, 1072, 1053, 1054, 1051, 1050, 1076, 1078, 1077, 1065, 1066, 1067, 1069, 1073, 1074, 2664, 2665, 2666, 2667, 2668, 2669, 2671 and 2671/2916 Corresponding to L.R. Dag Nos. 2555, 705, 707, 688, 689, 686, 685, 711, 713, 712, 700, 701, 702, 704, 708, 709, 2549, 2550, 2551, 2552, 2553, 2554, 2557 and 2556, under R.S. Khatian Nos. 52, 348, 317, 348, 530, 295, 58, 126, 422/1, 336, 331, 760, 383, 842, 330, 215 and 49, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF LAND
1	2670	52	2555	50.38	SHALI
2	1070	348	705	6.38	SHALI
3	1072	317	707	27.38	DANGA
4	1053	348	688	20.94	DANGA
5	1054	348	689	16.94	DANGA
6	1051	530	686	7.38	DANGA
7	1050	530	685	1.38	DANGA
8	1076	295	711	8.38	SHALI
9	1078	58	713	27.38	SHALI
10	1077	295	712	14.38	SHALI
11	1065	126	700	0.96 Decimal	SHALI
12	1066	422/1	701		SHALI
13	1067	336	702		DANGA
14	1069	348	704		DANGA
15	1073	760	708		SHALI

16	1074	383	709		SHALI
17	2664	842	2549		SHALI
18	2665	126	2550		SHALI
19	2666	422/1	2551		SHALI
20	2667	330	2552		SHALI
21	2668	295	2553		SHALI
22	2669	295	2554		SHALI
23	2671	215	2557		SHALI
24	2671/2916	49	2556		SHALI
			TOTAL	181.9	

under L.R. Khatian Nos. 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 2705, 382, 2285, 2246, 2254 and 2256, and Shali land measuring **20.38 decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271, R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarapur Municipality, Municipal **Holding No. 282**, Ward No. 27, Post Office - Narendrapur, MatriBhaban Road, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to develop their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on 16.10.2020 to develop their aforesaid Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 108918 to 108970, Being No. 160803657 for the year 2020, and said Owners herein also executed and registered a Development Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Development Power of Attorney was duly registered on 09.11.2020 in the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. 1608-2020, Page from 112271 to 112306, Being No. 160803734 for the year 2020.

E. The Owners herein thus became the absolute joint owners of **ALL THAT** the piece and parcel of land measuring **13 (Thirteen) Bigha 8 (Eight) Cottah 10 (Ten) Chittack 18 (Eighteen) Sq. Ft.** equivalent to **444 Decimal** by physical measurement **439.27 Decimal** be the same a little more or less out of which land measuring more or less **12 (Twelve) Bigha 15 (Fifteen) Cottah 15 (Fifteen)**

Chittack 9 (Nine) Sq. Ft. equivalent to 419 Decimal comprised in Mouza – Ukhila Paik Para, J.L. No. 56, Pargana Medanmalla, Touzi No. 109, R.S. No. 147, and split up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO.	LAND AREA	NATURE
1	2666	2551	422/1	8	Shali
2	2665	2550	126	9	Shali
3	2664	2549	842	15	Shali
4	2667	2552	330	11	Shali
5	2671	2557	215	9	Shali
6	2671/2916	2556	49	6	Shali
7	2668	2553	295	21	Shali
8	2670	2555	52	51	Shali
9	2669	2554	295	7	Shali
10	1071	706	331	3	Shali
11	1065	700	126	18	Shali
12	1070	705	348	7	Shali
13	1072	707	317	28	Danga
14	1069	704	348	9	Shali
15	1068	703	331	10	Shali
16	1067	702	336	3	Shali
17	1066	701	422/1	5	Shali
18	1053	688	348	21	Danga
19	1054	689	348	18	Danga
20	1051	686	530	8	Danga
21	1050	685	530	2	Danga
22	1074	709	383	61	Shali
23	1076	711	295	9	Shali
24	1078	713	58	28	Shali
25	1077	712	295	15	Shali
26	1073	708	760	37	Shali
TOTAL				419 Decimal	

And land measuring more or less **12 (Twelve) Cottah 11 (Eleven) Chittack 9 (Nine) Sq. Ft.** equivalent to **21 Decimal** comprised in Mouza – Jaganathpur, J.L. No. 51, Touzi No. 271, R.S. No. 44, under R.S. Dag No. 268 corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Municipal **Holding No. 282**, Police Station – Narendrapur (formerly Sonarpur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, West Bengal, hereinafter referred to as “**the Total land**”, morefully described in the **Schedule – A** hereunder written, and they mutated their names in the records of the B.L. & L.R.O. and also in the records of Rajpur-Sonarpur Municipality, being Municipal Holding No. 282, Street – 2-Ukhila, Assessment No. **1104302448569**, Ward No. 27, and they also converted the nature of the aforesaid **Total land** to Bastu absolutely.

F. The partners of M/S Rajwada Realtech being the attorney/authorized of **ALL THAT** the piece and parcel of land measuring **13 (Thirteen) Bigha 8 (Eight) Cottah 10 (Ten) Chittack 18 (Eighteen) Sq. Ft.** equivalent to **444 Decimal** by physical measurement **439.27 Decimal** be the same a little more or less out of which land measuring more or less **12 (Twelve) Bigha 15 (Fifteen) Cottah 15 (Fifteen) Chittack 9 (Nine) Sq. Ft.** equivalent to 419 Decimal comprised in Mouza – Ukhila Paik Para, J.L. No. 56, Pargana Medanmalla, Touzi No. 109, R.S. No. 147, and split up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO.	LAND AREA	NATURE
1	2666	2551	422/1	8	Bastu
2	2665	2550	126	9	Bastu
3	2664	2549	842	15	Bastu
4	2667	2552	330	11	Bastu
5	2671	2557	215	9	Bastu
6	2671/2916	2556	49	6	Bastu
7	2668	2553	295	21	Bastu
8	2670	2555	52	51	Bastu
9	2669	2554	295	7	Bastu
10	1071	706	331	3	Bastu
11	1065	700	126	18	Bastu
12	1070	705	348	7	Bastu
13	1072	707	317	28	Bastu
14	1069	704	348	9	Bastu
15	1068	703	331	10	Bastu
16	1067	702	336	3	Bastu
17	1066	701	422/1	5	Bastu
18	1053	688	348	21	Bastu
19	1054	689	348	18	Bastu
20	1051	686	530	8	Bastu
21	1050	685	530	2	Bastu
22	1074	709	383	61	Bastu
23	1076	711	295	9	Bastu
24	1078	713	58	28	Bastu
25	1077	712	295	15	Bastu
26	1073	708	760	37	Bastu
TOTAL				419 Decimal	

And land measuring more or less **12 (Twelve) Cottah 11 (Eleven) Chittack 9 (Nine) Sq. Ft.** equivalent to **21 Decimal** comprised in Mouza – Jaganathpur, J.L. No. 51, Touzi No. 271, R.S. No. 44, under R.S. Dag No. 268 corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Municipal **Holding No. 282**, Police Station – Narendrapur (formerly Sonarpur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, West Bengal, hereinafter referred to as “**the Total**”

land”, more fully described in the **Schedule - A** hereunder written, as has been submitted for sanction in the office of the Rajpur-Sonarpur Municipality for construction of several multi storied buildings in several Blocks for residential purpose, hererinafter referred to as the “Building Project” namely “**RAJWADA GLOBAL CITY PHASE-I EXTENSION**”.

G. That the Developers herein after discussing with the aforesaid landowners have decided to develop the land measuring more or less **11 (Eleven) Bigha 19 (Nineteen) Cottah** decimals equivalent to 395 decimals comprised in Mouza – Ukhila Paik Para, J.L. No. 56, Pargana- Medanmalla, Touzi No. 109, R.S. No. 147, Within the limits of Rajpur-Sonarpur Municipality, Police Station – Narendrapur (formerly Sonarpur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, and **21 Decimal** equivalent to land measuring more or less **12 (Twelve) Cottah 11 (Eleven) Chittack 9 (Nine) Sq. Ft.** comprised in Mouza – Jaganathpur, J.L. No. 51, Touzi No. 271, R.S. No. 44, under R.S. Dag No. 268 corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, Within the limits of Rajpur-Sonarpur Municipality, West Bengal, hereinafter referred to as “**the Said land**”, more fully described in the **Schedule - B** hereunder written, and split up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO.	LAND AREA	NATURE
1	2664	2549	842	15	Bastu
2	2671	2557	215	9	Bastu
3	2671/2916	2556	49	6	Bastu
4	2668	2553	295	21	Bastu
5	2670	2555	52	51	Bastu
6	2669	2554	295	7	Bastu
7	1071	706	331	3	Bastu
8	1065	700	126	18	Bastu
9	1070	705	348	7	Bastu
10	1072	707	317	28	Bastu
11	1069	704	348	9	Bastu
12	1068	703	331	10	Bastu
13	1067	702	336	3	Bastu
14	1066	701	422/1	5	Bastu
15	1053	688	348	21	Bastu
16	1054	689	348	18	Bastu
17	1051	686	530	8	Bastu
18	1050	685	530	2	Bastu
19	1074	709	383	61	Bastu
20	1076	711	295	9	Bastu
21	1078	713	58	28	Bastu
22	1077	712	295	15	Bastu
23	1073	708	760	37	Bastu
24	268(J.P)	287	439	21	Bastu
TOTAL				412 Decimal	

and rest of land measuring 28 decimals equivalent to 16 Cottah 15 chittaks 2 sq. ft of the aforesaid holding comprised in R.S. Dag No. 2666, 2665, 2667 under R.S. Khatian No. 422/1 , 126, 330 corresponding to L.R.Dag Nos. 2551, 2550, 2552 comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana – Medanmalla, Within the limits of Rajpur-Sonarpur Municipality, Police Station – Narendrapur (formerly Sonarpur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, West Bengal will be used for the development of the said “Building Project” namely “**RAJWADA GLOBAL CITY PHASE-I EXTENSION**”. in future morefully described in the **Schedule – C** below hereunder written.

H. The said land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings in several Blocks and the said project is known as “**RAJWADA GLOBAL CITY PHASE-I EXTENSION**”.

I. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed and have been completed.

J. The Rajpur-Sonarpur Municipality has granted the application of commencement certificate to develop the project vide dated 11.12.2020.

K. The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, building from the Rajpur-Sonarpur Municipality vide Sanction Plan No. **248/REV/CB/27/77 dated 31.03.2022** for construction of **G + 4** storied building in **Block – 1 to Block – 9** and **G + 12** storied building in **Block – 10 to 12** into the project namely “**RAJWADA GLOBAL CITY PHASE-I EXTENSION**”, situated at Municipal Holding No. **282**, Street – 2 - Ukhila, **Assessment No.1104302448569**, The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable;

L. The Promoter/Developer has registered the phase-I comprising Block-1 to 9 of the said project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 19.02.2021 under registration No. HIRA/P/SOU/2021/001186 **and the G+12 multi storied building in Block -10 to 12 of has been registered with WB Rera Vide No.....**

M. The allottee had applied for an apartment in the project vide application no. **00/00H**, dated **00/0/0000** and has been allotted apartment no. **00/00 H** having.....facing, carpet area of **000** square feet (**000** square feet Super Built up Area), Type - **O**, on **00th** floor **Block –** as permissible under the applicable law and of pro rata share in the common areas (“common areas”) as defined under clause (m) of section 2 of the act (hereinafter referred to as the “**apartment**” more

particularly described in **Schedule D** and the floor plan or the apartment is annexed hereto and marked as **Schedule D-1**);

N. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

O. The Developer has started the constructional work of the several multi-storied building in several Blocks consisting flats, Covered car parking spaces, as per the said sanctioned Plan;

P. 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;

Q. 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;

R. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the [apartment/plot] as specified in para M.

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/Developer agrees to sell to the allottee/s and the allottee/s hereby agrees to purchase, the apartment as specified in para I.

1.2 The Total price for the Apartment based on the carpet area is **Rs.**
/- **(Rupees**
 **only) inclusive of**
(Transformer & Generator Installation, Legal, Maintenance, Sinking Fund & Fire) Charges & inclusive of GST (as applicable) to be paid by the Allottee:

Block No.	
Apartment No.	
Type	
Floor	
Apartment/Flat Carpet Area	
Apartment/Flat Super Built-up Area	

Rate of Apartment per square feet of Carpet Area:	
Rate of Apartment per square feet of Super Built-up Area:	
Apartment price:	
Total price for the Apartment inclusive of (Transformer & Generator Installation, Legal, Maintenance, sinking fund & Fire) Charges & inclusive of GST (as applicable) to be paid by the Allottee	Rs (Rupeesonly)

Explanation:

(i) The total price above includes the booking amount amounting to **Rs./- (Rupees)** **only** excluding GST paid by the Allottee to the Promoter/Developer towards the Apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee/s and the project to the association of allottee/s or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee/s to the Promoter/Developer 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, 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 allottee/s;

(iii) The Promoter/Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In Promoter/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the

Apartment, includes development charges for providing all other facilities, amenities and specification to be provided within the common areas of the Project as mentioned in the Schedule "C" except the charges for transformer and generator installation,

1.3 The Total Price is escalation-free, save and except increases which the Allottee/shere by 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/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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 Allottee/s.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**. Schedule C part 41 memo.

1.5. It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.

Provided that the Allottee/s at their own cost may make such minor additions or alterations as may be required after getting possession by the Promoter/Developer, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee/s within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the

Promoter/Developer may demand that from the Allottee/sasper the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2of this Agreement.

1.7. Subject to Para 8.3 the Promoter/Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have inclusive ownership of the Apartment more fully described in the Schedule – A hereunder written.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee /s in the Common Areas is undivided and cannot be divide or separated , the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, electrical connectivity and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment but excludes internal development charges, lift, water line and plumbing, paint, marbles, tiles, doors, windows, fire detection and firefighting equipment, electrical connectivity to the common areas, excludes maintenance charges as per para 26.9. etc. and excludes cost for providing all other facilities, amenities and specification to be provided within the common areas of the Project.
- (iv) The Allottee/s have the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

1.8 It is made clear by the Promoter/Developer and the Allottee/s agrees that the Apartment along with garage /covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

1.9 If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common

facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s or Allottee/of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Allottee/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarapur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s or Allottee/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s or Allottee/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s or Allottee/s shall also sign No Objection Certificate for amalgamation and easementary rights and for obtaining holding number and Sanction Plan for construction of another phases or blocks.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s which it has collected from the Allottee/s for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project but excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan if any and interest thereon before transferring the apartment to the Allottee/s, the Promoter/Developer agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of **Rs./-** (**Rupees** **only**) and **GST** (as applicable) being the partial payment of the Booking

Amount amounting to **Rs.**/- **(Rupees**
**Fifty) only** and GST (as per applicable)
 towards the Total Price of the Apartment at the time of application the
 receipt of which the Promoter/Developer hereby acknowledges and the
 Allottee hereby agree to pay the remaining amount towards the Total Price of
 the Apartment and GST accrued thereon; as prescribed in the Payment Plan
 [Schedule C] as may be demanded by the Promoter/Developer within the
 time and in the manner specified therein: Provided that if the allottee delay
 in payment towards any amount which is payable, he shall be liable to pay
 interest at the rate prescribed in the Rules.

and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer 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/Developer 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 West Bengal Municipal Act, 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

2. POSSESSION OF THE APARTMENT/PLOT:

6.1. Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **March, 2026 and 9 months** grace period 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, then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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

6.2. Procedure for taking possession—The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee/s, in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the Conveyance Deed in favour of the allottee/s shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottee/s, as the case may be till formation of the Owners Associations as per Act, and in any excuse or circumstances Allottee/s shall not avoid paying the maintenance fixed by the aforesaid authority. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the allottee/s at the time of conveyance of the same.

6.3. Failure of Allottee to take Possession of Apartment—Upon receiving a written intimation from the Promoter/Developer as per Para 6.2, the allottee/s shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the allottee/s. In case the Allottee/s fail to take possession within the time provided in Para 6.2., such Allottee/s shall continue to be liable to pay maintenance charges as specified in Para 6.2.

6.4 Possession by the Allottee/s - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promote to Developer / Promoter handover necessary documents and plans, including common areas to the Association of Allottee/s 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/Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be within thirty days after obtaining the completion certificate].

6.5 Cancellation by Allottee -The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the Booking Amount of Rs... /- (**Rupees**..... Only) i.e.10% of Total consideration amount of said unit ,

and also GST (as applicable) paid for the allotment accrued thereupon. The balance amount of money paid by the allottee shall be returned by the Promoter/Developer to the allottee within 45 days of such cancellation.

6.6 Compensation—The Promoter/Developer shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in 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/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; 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/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate 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 Allottee/s do not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee/s, interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottee/s within 45 days of it becoming due.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

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

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment:

- (iv) There are no encumbrances upon the said Land or the Project:
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of allottee/s or the competent authority, as the case maybe;
- (x) The Schedule Property not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer 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 respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. Amenities and facilities) has been handed over to the Allottee/s and the association of Allottee/s 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/Developer in respect of the said Land and/or the Project.

(xiii) That the property is not wakf property.

4. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified in para 6.1 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 apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made there under.

8.2. In case of Default by Promoter/Developer under the conditions listed above, Allottee/s is/are entitled to the following:

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/s stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for

every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the allottee within forty-five days of it becoming due.

- 8.3. The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribe in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for two consecutive times according to the Payment Plan mention in part-II of **Schedule 'C'** after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the Booking Amount amounting to **Rs...../- (Rupees)** **only** and GST **(as applicable)** accrued thereupon and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter/Developer shall intimate the Allottees about such termination at least thirty days prior to such termination.

5. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottees:

[Provided that, in the absence of local law, the conveyance deed in favor of the allottee/s shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee/s fail to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee/s authorize the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the

Promoter/Developer is made by the Allottees.

6. 10. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter/Developer shall be responsible to provide, maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

7. 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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (Five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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.

8. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer /maintenance agency /association of allottee/s shall have rights of unrestricted access of all Common Areas, garages /mechanical parking and parking spaces for providing necessary

maintenance services and the Allottee/s agree to permit the association of Allottee/s and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

9. USAGE:

Use Service Areas: The basement(s) and service area, if any, as located within the “**RAJWADA GLOBAL CITY PHASE-I EXTENSION**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee/s for rendering maintenance services.

10. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 14.1. Subject to para 10 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 14.2. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 14.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottee/s and / or maintenance agency appointed by

association of allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottee/s shall not raise any objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

12. ADDITIONAL CONSTRUCTIONS:

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

13. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the parties herein that, if any such mortgage or charge or project finance loan is made or created for the entire or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge or project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

14. APARTMENT OWNERSHIP ACT:

The Promoter/Developer has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

15. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, the Allottee sign and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the Additional District Sub-Registrar Sonarpur/ D.S.R. Alipore South-24 Parganas, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the 10% of Booking Amount amounting to **Rs...../- (Rupees)** only and GST (**as applicable**) accrued thereupon shall be returned to the Allottee without any interest or compensation whatsoever.

16. ENTIRE AGREEMENT:

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

17. RIGHT TO AMEND:

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

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

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

19. WAIVER NOT A LIMITATION TO ENFORCE:

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

be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottee/s.

- 23.2 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.

20. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent 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.

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

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

22. **BOTH THE PARTIES DO HEREBY MUTUALLY AGREE NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT:**

- 22.1 That from the date of possession, the Allottee/shave to pay electricity charges consumed by her on the basis of per unit commercial rate of W.B.S.E.D.C.L., till the transformers and personal meter arrives. The Vendor/Promoter shall only apply for the transformer/s and any proneness towards delay in the installation and/or unit fitting of the transformer by the appropriate authority for the per say project, will not fall on the developers as their liability. The individual units will be applied by builder's electrician but the security deposit has to be borne by the Allottee/s.

It is pertinent to mention here that, in case of surge and/or increase in the pre-quoted appraisal/pricing of the transformer/s prior to the date of possession, the extra increased cost, after execution of this instant Agreement for Sale, shall be incurred equally by and between all the Allottee/s and/or by the Association of Allottee/s for all the units in the project and the respective

Purchaser/s or Allottee/s of all the blocks of all the holdings shall treat and enjoy it as one of the common amenity in the premises.

- 22.2 That the time of possession every plumbing and electrical fittings of the flat is to be thoroughly checked by the consumer since after possession if any electrical fittings is broken or any plumbing damage is found the *Developer* will not attend such complaints else any civil or major fault is visible.
- 22.3 That the *Developer/Promoter* is keeping the right for installation of TV Antenna, Wifi-antenna (except Mobile tower) on the roof of the building at a limited place.
- 22.4 That it is also hereby agreed by and between the parties that the possession will be given for respective flat of Block – 10 to 12, but Completion Certificate will be provided in due course of time after taking the same from the competent authority of the Rajpur- Sonarpur Municipality.
- 22.5 That outside grill is a part of elevation and hence if the Allottee/s wish to put any grill then she should do it through the Promoter only to keep it symmetric with other flat owners and nobody is allowed to put any box grill without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.
- 22.6 That if the Allottee/s damages the outside plasters or colour during their own works then they should take initiative and repair the same.
- 22.7 That the Demand letter at different stage will be send to the allottee/s through email which will also be considered as official demand letter.
- 22.8 That the *Developer/Promoter* is keeping the right for installation of any company's logo on the roof of the building at a limited place.
- 22.9 That after delivery of the proposed flat to the Allottee, by the *Developer/Promoter*, the Allottee shall bear the common expenses such maintenance of the building plumbing sweeper security and fuel charges etc., Proportionately with other Co-owners of the building @ Rs. 2/- per Sq. ft., to the *Developer/Promoter* till the formation of the Ownership Association. Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & execute the maintenance for that period.
- 22.10 The Allottee/s undertakes that it has no right to install or construct any additional structure(s) anywhere in the said unit/flat of the Project.
- 22.11 The Allottee/s shall mutate his/her/their name(s) in respect of the scheduled flat at his/her/their own cost within two months from the date

of receiving the Completion Certificate or Reassessment Certificate by paying proportionate taxes as will be charged by the Rajpur-Sonarpur Municipality, from the Developer.

- 22.12 That the Allottee/s shall deposit the sinking fund as a security deposit, the entire amount of the sinking fund will be handed over to the flat Owners Association after the formation of the same. In case of non-payment of the maintenance charges or any part of it by the Allottee/s, the due amount will be adjusted from the sinking fund.
- 22.13 That the Allottee/s shall liable to pay all Extra Development Charges as mentioned in payment plant part-II of schdulde D , within 7 days period to registration of Deed of Conveyance or delivery of possession of said unit whichever is earlier, taxes, land revenue and outgoings in respect of the said Apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.
- 22.14 That it is also hereby agreed by and between the parties that the Central Court/Garden will be handed over to the Allottees along with or after the final or overall completion of project.
- 22.15 It is hereby agreed by and between the parties that if any of the flats remain unsold from the developers allocation for the period of 5 years after obtaining completion certificate then the developer shall be bound to pay the maintenance of the said unsold flats after the expiry of the said 5 years.
- 22.16 It is hereby agreed by and between the parties herein that in the event the GST applicable upon the said flat is revised as per any government norms, the Allottees shall make the excess payment demanded by the Promoter within the time and in the manner specified therein. The Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

23. FURTHER ASSURANCES:

All 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 action specifically provided for herein, as may be reasonable 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.

24. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory and the Allottee/s at the Promoter/Developer's Office. After the Agreement is duly executed by the Allottee/s and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Sub-Registrar at Garia or D.S.R. – IV at Alipore South-24 Parganas as mutually agreed by and between the Parties herein.

25. NOTICES:

That all the notice to be served on the Allottee/s and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter/Developer by Registered Post at their respective address Specified below:

ALLOTTEE NAME -.....

ALLOTTEE ADDRESS -..... Dist -
, P.O -, P.S -, WB -

PROMOTER/DEVELOPER NAME - M/s. RAJWADA REALTECH

PROMOTER/DEVELOPER ADDRESS - 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas.

It shall be the duty of the Allottee/s and the Promoter/Developer 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/Developer or the Allottee/s, as the case may be.

26. JOINT ALLOTTEES:

That in case there are Joint Allottee/s, all communications shall be sent the Promoter/Developer to the Allottee/s whose name appears first and at the address given by him /her which shall for all intents and purposes to consider as property served on all the Allottee/s.

27. SAVINGS:

Any application letter, allotment Letter, Agreement, or any other document signed by the allottee/s in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, as the case may be, shall not be construed to limit the rights interests of the allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

28. GOVERENING LAW:

That the rights and obligation 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.

29. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

IN WITNESSES WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale atin the presence of attesting witness, singing as such in the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners/Vendors:

Signature

Name -SRI BIKASH AGARWAL as constituted attorney of Owners herein

Address - 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Narendrapur (formerly Sonarpur), Kolkata - 700 084.

Please affix Photographs and Sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/s:

Signature :.....

Name -

Address -

Please affix Photographs and Sign across the photograph

SIGNED AND DELIVERD BY THE WITHIN NAMED:

Promoter/Developer:

Signature.....

Name -

Address - 26, MahamayaMandir Road, Mahamayatala,

Please affix Photographs and Sign across the photograph

Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur),
Kolkata - 700 084, District – South-24 Parganas.

At onin the presence of:

WITNESSES:

(1)Signature.....

Name

Address.....

(2)Signature.....

Name

Address.....

SCHEDULE 'A'

(TOTAL LAND ACCORDING TO ASSESSMENT)

ALL THAT the piece and parcel of Bastu land measuring **13 (Thirteen) Bigha 8 (Eight) Cottah 10 (Ten) Chittack 18 (Eighteen) Sq. Ft.** equivalent to **444**

Decimal by physical measurement **439.27 Decimal** be the same a little more or less out of which land measuring more or less **12 (Twelve) Bigha 15 (Fifteen) Cottah 15 (Fifteen) Chittack 9 (Nine) Sq. Ft.** equivalent to 423 Decimal comprised in Mouza – Ukhila Paik Para, J.L. No. 56, Pargana Medanmalla, Touzi No. 109, R.S. No. 147, and split up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO.	LAND AREA	NATURE
1	2666	2551	422/1	8	Bastu
2	2665	2550	126	9	Bastu
3	2664	2549	842	15	Bastu
4	2667	2552	330	11	Bastu
5	2671	2557	215	9	Bastu
6	2671/2916	2556	49	6	Bastu
7	2668	2553	295	21	Bastu
8	2670	2555	52	51	Bastu
9	2669	2554	295	8	Bastu
10	1071	706	331	3	Bastu
11	1065	700	126	18	Bastu
12	1070	705	348	7	Bastu
13	1072	707	317	28	Bastu
14	1069	704	348	9	Bastu
15	1068	703	331	10	Bastu
16	1067	702	336	3	Bastu
17	1066	701	422/1	5	Bastu
18	1053	688	348	23	Bastu

19	1054	689	348	19	Bastu
20	1051	686	530	8	Bastu
21	1050	685	530	2	Bastu
22	1074	709	383	61	Bastu
23	1076	711	295	9	Bastu
24	1078	713	58	28	Bastu
25	1077	712	295	15	Bastu
26	1073	708	760	37	Bastu
TOTAL				423 Decimal	

And land measuring more or less **12 (Twelve) Cottah 11 (Eleven) Chittack 9 (Nine) Sq. Ft.** equivalent to **21 Decimal** comprised in Mouza – Jaganathpur, J.L. No. 51, Touzi No. 271, R.S. No. 44, under R.S. Dag No. 268 corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Municipal **Holding No. 282**, Street – 2-Ukhila, Police Station – Narendrapur (formerly Sonarpur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, West Bengal. The butted and bounded in the manner following that is to say:-

- ON THE NORTH:** by land in R. S. Dag Nos. 1055, 1052, 1049, 1048, 1075 and 262;
- ON THE EAST :** by land in R. S. Dag Nos. 267, 270, 269, 1080 and 2675;
- ON THE SOUTH:** by land in R. S. Dag Nos. 2672, 2663 and 30' ft. wide municipal Road;
- ON THE WEST:** by land in R. S. Dag Nos. 1059, 1062, 1064, 2627, 2628 and 2634.

SCHEDULE 'B'

(SCHEDULE OF LAND FOR CURRENT DEVELOPMENT)

ALL THAT the piece and parcel of land property owned as per deed admeasuring **412 Decimal equivalent to 12 (Twelve) Bigha 9 (Nine) Cottah 11 (Eleven) Chittack 7 (Seven) sq. ft., physically 406.31 Deci. equivalent to 12 (Twelve) Bigha 6 (six) Cottah 4 (fout) Chittack 00 (Zero) sq. ft.** comprised in Mouza-Ukhila Paikpara and Jaganathpur ,J.L No.56 & 51 Paragana Medanmalla, Touzi No. 109, R.S No.147, Within the limits of Rajpur- Sonarpur Municipality , Ward No. 27, District South 24 Paraganas , Police Station Narendrapur, Post office – Narendrapur, spilt up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R DAG NO.	R.S. KHATIAN	LAND AREA	NATURE
1	2664	2549	842	15	bastu
2	2671	2557	215	9	bastu
3	2671/2916	2556	49	6	bastu
4	2668	2553	295	21	bastu
5	2670	2555	52	51	bastu

6	2669	2554	295	7	bastu
7	1071	706	331	3	bastu
8	1065	700	126	18	bastu
9	1070	705	348	7	bastu
10	1072	707	317	28	bastu
11	1069	704	348	9	bastu
12	1068	703	331	10	bastu
13	1067	702	336	3	bastu
14	1066	701	422/1	5	bastu
15	1053	688	348	21	bastu
16	1054	689	348	18	bastu
17	1051	686	530	8	bastu
18	1050	685	530	2	bastu
19	1074	709	383	61	bastu
20	1076	711	295	9	bastu
21	1078	713	58	28	bastu
22	1077	712	295	15	bastu
23	1073	708	760	37	bastu
24	268(jp)	287	439	21	bastu
		TOTAL		412	bastu

FIRST PART OF SCHEDULE 'C'

(SCHEDULE OF LAND FOR FUTURE DEVELOPMENT)

ALL THAT the piece and parcel of land measuring **16 Cottah 15 Chittak 2 sq.ft equivalent to 28 decimal** be the same a little more or less comprised in R.S. Dag No. 2666, 2665, 2667 under R.S. Khatian No. 422/1 , 126, 330 corresponding to L.R.Dag Nos. 2551, 2550, 2552 comprised in Mouza - **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana - Medanmalla, within the limits of Rajpur-Sonarpur Municipality, Police Station - Narendrapur (formerly Sonarpur), Post Office - Narendrapur, Kolkata - 700103, District - South 24 Parganas, West Bengal.

SECOND PART OF SCHEDULE 'C'(Apartment)

ALL THAT Flat No. "....." measuring about**Sq.ft. being Carpet area** including Balcony and **Sq.ft. being Carpet area** excluding Balcony (..... **Sq.ft. being Super Built-up area**) on the **South** side of theth **Floor** of the said **G+11** storied building consisting of Bed rooms, Dining, Drawing room, Toilet, W.C., Kitchen and Veranda in **Block** - with one Covered car Parking space of the Housing Complex named and styled as "**RAJWADA GLOBAL CITY PHASE-I EXTENSION**" also together with proportionate undivided share of the land morefully described in the Schedule B herein above and all common rights and common service and expenses and also fixtures and

fittings, electrical Installation mentioned in the Schedule E hereunder written and the Flat is being erected as Building sanction plan no. **248/REV/CB/27/77** dated **31.03.2022** sanctioned by the Rajpur-Sonarpur Municipality, Holding No. 282, Street - 2-Ukhila, Assessment No. **1104302448569**, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, Matri Bhaban Road, District - South 24-Parganas, West Bengal. Morfully described in the Schedule-B.

SCHEDULE 'D'

FLOOR PLAN OF THE APARTMENT (annexed hereto as PDF format)

SCHEDULE 'C' (Payment Plan)

NO.	PAYMENT DESCRIPTION	FLAT AMT.
A	PART BOOKING	
B	BALANCE BOOKING	
C	AT THE TIME OF AGREEMENT	
D	PILLING	
E	FOUNDATION	
F	1 ST FLOOR CASTING	
G	4 TH FLOOR CASTING	
H	6 TH FLOOR CASTING	
I	8 TH FLOOR CASTING	
J	10 TH FLOOR CASTING	
K	12 TH FLOOR CASTING	
L	BRICK WORK	
M	POSSESSION	
TOTAL		

BEFORE REGISTRY

The allottee shall pay the following amounts in respect of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges inclusive of the GST (as applicable) to be paid by the Allottee to the Developer before the

execution and registration of the Deed of Conveyance in respect of the Said Flat. And the total sum payable under this clause to be fully paid before seven days of registration of Deed of Conveyance, however, it is pertinent to mention here that the Allottee/s are bound to pay 50% (fifty percent) of total sum payable under this clause as soon as last slab casting is completed of the respective floor. However the Allottee/s may pay 25% (twenty five percent) of total sum as soon as brickwork casting is completed and 25% (twenty five percent) of the total sum as soon as the Possession of the respective flat starts and Demand is sent to the Allottee/s to discharge the liability.:

NO.	PAYMENT DESCRIPTION	(Transformer & Generator Installation, Legal, Maintenance, sinking fund & Fire) CHARGES inclusive of the GST (as applicable) to be paid by the Allottee
A	Transformer & Generator Installation Charges	
B	Legal Charges	
D	Maintenance Charges	
E	Fire Charges	

SCHEDULE 'E'

Specifications, Amenities, Facilities (which are part of the apartment)

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.

7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.

SCHEDULE 'F' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Lift, Gymnasium, Games Room, Power backup, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Project.

MEMO OF CONSIDERATION

Received of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees)** only and GST of **Rs./- (Rupees only) (as applicable)** accrued thereupon out of the Total Amount for the Apartment **Rs./- (Rupees only)** as part payment/earnest money for proposed sale of the Apartment on the said premises as per as memo below :

Chq No.	Date	Bank	Flat Amt.	GST	Chq amt.
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WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER/VENDOR