

## AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
TWO THOUSAND AND TWENTY (2020).

### BETWEEN

**STAR SHINE TIE-UP PVT. LTD.**, a Private Limited Company registered under the Companies Act, 1956, represented by its Director **Mr. Uttam Kumar Saha** (Having Aadhaar No. 5090 6576 6376 & Pan No. AJMPS9309K) son of Late Ram Chandra Saha, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 17/1, R.B.C. Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, District – North 24 Parganas, having its registered office at Ecosuite, Plot No. II, D/22 Action Area II, New Town, Rajarhat Post Office – New Town, Police Station - Rajarhat, Kolkata – 700 156, District - North 24 Parganas, hereinafter called the **OWNER/DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its successors and/or successors- in- office, legal representatives, administrators and assigns) of the **FIRST PART.**

\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, **Pin** – \_\_\_\_\_, (**PAN No.** \_\_\_\_\_) hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee 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 West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.

**WHEREAS:**

- A.** The VENDOR is the Owner of and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** land measuring more or less 18 Cottahs recorded in C.S. Plot No. 11 & 32 under Khatian Nos. 21 & 390 respectively of Mouza – Kalidaha, J.L. No. 23, Re.Su. No. 16, Touzi No. 1298/ 2833, within P.S. Dum-Dum, within the limit of South Dum-Dum Municipality, being Premises No. 85 Dum-Dum Road, Kolkata – 700 074 (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
- B.** The Owner submitted a addition & alteration map or plan of a multistoried building to the Municipal Authority of South Dum Dum Municipality for sanction or caused to be sanctioned and the South Dum Dum Municipality sanctioned the First plan on 29.06.2012 vide Plan No. 66 and subsequently on 10.06.2013 vide Plan No. 73, on 28.07.2016 vide Plan No. 271 and B+G+VI on 22.08.2017 vide Plan No. 84 and on 06.08.2018 vide Plan No. 233 and finally on 08.06.2019 vide plan no. 85 in respect of the said Municipal holding no. 9 (old)-102, Ward No. 16, Dum Dum Road, also known as Premises No. 85, Dum Dum Road, under South Dum Dum Municipality.
- C.** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building to comprise of various Flats/Units/Apartments/Commercial Spaces constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- D.** The mode and manner by which the Vendor has acquired right title and interest in the Second Schedule will appear from the **FIRST SCHEDULE** hereunder written and/or given.

- E.** The Said Land is earmarked for the purpose of building a residential cum commercial Project comprising multistoried apartment buildings and the said project shall be known as “SWABHUMI SQUARE” with the object of using for any commercial purpose and/or serviced apartments.
- F.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- G.** The Supervising Engineer and LBS having license number **SDDM/LBS-04/2019-20** has granted the Commencement Certificate to develop the project dated **06.09.2013**, in absence of any formal certificate of commencement of work issued by the South Dum Dum Municipal Authorities.
- H.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by the South Dum Dum Municipality sanctioned the First plan on 29.06.2012 vide Plan No. 66 and subsequently on 10.06.2013 vide Plan No. 73, on 28.07.2016 vide Plan No. 271 and B+G+VI on 22.08.2017 vide Plan No. 84 and on 06.08.2018 vide Plan No. 233 and finally on 08.06.2019 vide plan no. 85. The Promoter 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.
- I.** The Promoter received the Fire License **vide no. IND/WB/FES/20182019/29207** dated **07/01/2019**.
- J.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on **22/12/2018** under registration no. **HIRA/P/NOR/2018/000289**.
- K.** Allottee have applied for an apartment in the Project and has been allotted apartment no. “\_\_\_\_\_” having carpet area of \_\_\_\_\_ (Super Built-Up Area Approx. \_\_\_\_\_ Square Feet) Square Feet Approx. on \_\_\_\_\_ **Floor**, of “**SWABHUMI SQUARE**” land measuring more or less 18 Cottahs recorded in C.S. Plot No. 11 & 32 under Khatian Nos. 21 & 390 respectively of Mouza – Kalidaha, J.L. No. 23, Re.Su. No. 16, Touzi No. 1298/ 2833, within P.S.

Dum-Dum, within the limit of South Dum-Dum Municipality, being Premises No. 85 Dum-Dum Road, Kolkata – 700 074 as permissible under the applicable law and of prorata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).

L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

1. the Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 the Title of the Owner in respect of the Premises.

1.2 the Sanctioned Plans of the Buildings and further revised Sanctioned Plan;

1.3 the Carpet Area of the Said Apartment;

1.4 the Specifications and common Portions of the Project; and

1.5 the respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.

L. 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;

M. 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;

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the

Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no. “ \_\_\_\_\_ ” on \_\_\_\_\_ Floor.

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

**1 TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner and the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the carpet area \_\_\_\_ (Super Built-Up Area Approx. \_\_\_\_\_ Square Feet) Square Feet approx. is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).**

Apartment No. “ _____ ” Floor	Rate of Apartment per square feet
<b>Total Price Rs. _____/-</b>	<b>_____/- (On Carpet Area)</b>

**THE SAID CONSIDERATION MONEY AS THE PRICE OF FLAT TOGETHER WITH THE SHARE OF PROPORTIONATE LAND SHALL BE PAID AS FOLLOWS:**

<b>Payment Schedule</b>		
<b>Particulars</b>	<b>Amount in Rs.</b>	<b>GST (5%)</b>
<b>On Agreement 10%</b>	<b>=00</b>	<b>=00</b>
After completion of Foundation 14%	=00	=00
After completion of Ground Floor Casting Work 8%	=00	=00
After completion of First Floor Casting Work 8%	=00	=00
After completion of Second Floor Casting Work 8%	=00	=00
After completion of Third Floor Casting Work 8%	=00	=00
After completion of Forth Floor Casting Work 8%	=00	=00
After completion of Fifth Floor Casting Work 8%	=00	=00
After completion of Sixth Floor Casting Work 8%	=00	=00
During Brick Work of the Flat or Unit Concerned 10%	=00	=00
On completion of Flooring Work of the Flat or Unit 5%	=00	=00
<b>On Handing Over 5%</b>	<b>=00</b>	<b>=00</b>
<b>Total</b>	<b>=00</b>	<b>=00</b>

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

1.3 In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Section-C)

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

1.5 The Allottee shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per 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 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 shall hand over the common areas to the Association of Allottees after its formation and 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 Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, Marbles/Tiles, Doors, Windows, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated individually and in case the allottees as a separate single unit for all purposes.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable, prior to handover of the balance amount of maintenance charge to the society.

1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as booking amount being part payment towards the Total Price of the Apartment of

Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_)

**Only**) as booking amount at the time of signing this agreement. The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2 MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **Star Shine Tie-Up Pvt. Ltd.** payable at Kolkata.

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

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the



same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**5 TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

**6 CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and provisions prescribed by the South Dum Dum Municipality.

**7 POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession** of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter 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 not later than **31<sup>st</sup> December 2022**

months 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" as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee 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 shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. In case, the allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession after full payment in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.

**7.3 Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the

necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

**7.6 Compensation-** The Promoter shall compensate the Allottee 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 compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

## **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.

(iii) There are no encumbrances upon the said land or the Project.

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

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

(ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use it's Land only for residential purpose but shall develop the land for construction of Spaces/Apartments for usage for any commercial purpose too for which the Allottee shall have no objection and/or cannot arise any disputes therefore for such purpose at any point of time for ever.

(x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.

(xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property. In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.

(xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the 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 specification, amenities and facilities) has been

handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

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

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the 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's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

**10 CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 and 7.2 under the Agreement from the Allottee, 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 allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

**11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been excluded in the Total Price of the Apartment.

**12 DEFECT LIABILITY:**

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

**13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the

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

**14 USAGE:**

Use of Service Areas: The service area, if any, as located within the **'SWABHUMI SQUARE'**, shall be earmarked for purposes such as services including but not limited to stairs, overhead tank, underground water tanks, lift machine room etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

All the Unit holder shall be liable to pay the proportionate cost/fees for renewal of the fire license failing which the Association/other unit holders shall have the right to initiate legal proceedings for non-compliance.

Moreover the owner of the Commercial part that is the owner of Ground Floor & First Floor will have unhindered access to the roof of the building. The owner of Ground Floor & First Floor commercial part have every right to fix V-SAT antenna/tower, RF Devices and any other devices for optical fibre, giga fibre etc., for the usage of their own connectivity, and thus for such own usage (usage for Ground & First Floor) fixing of any antenna, tower or devices, the owner's association neither will be able to object and nor will be able to charge any compensation or rent on the Commercial owner of Ground & First Floor. However the commercial owners of Ground Floor & First Floor as well as the residential owners also will not be able to fix any mobile company tower and to earn rent from such mobile company tower.

**15 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to para 12 above, the Allottee 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 staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods and tenantable repair and maintain the same in a fit and

proper condition and ensure that the support, shelter etc of the Building is not in any way damaged or jeopardized.

15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of his/her Apartment in the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. The owners of commercial part on Ground & First Floor are also authorised to fix tower, antenna, V-sat devices, RF devices, optical fibre & giga fibre devices for their own usage.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

**18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**



The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**20 BINDING EFFECT:**

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

**21 ENTIRE AGREEMENT:**

This agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all 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.

**22 RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of

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

**24 WAIVER NOT A LIMIT AT IN TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**25 SERVICEABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make 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 Apartment in the Project.

**27 FURTHER ASSURANCES:**

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

**28 PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, at Shovona Plaza, 37, Jessore Road, Kolkata - 700074 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

**29 NOTICES:**

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

**1.**

residing at \_\_\_\_\_, Pin - \_\_\_\_\_.

**2. MR. UTTAM KUMAR SAHA.**

residing at **17/1, R.B.C. Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, District – North 24 Parganas.**

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

**30 JOINT ALLOTES:**

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

**31 SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, 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 and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made thereunder.

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act,1996.

If any clause in the agreement is in contradictory to the West Bengal Housing Industry Regulatory Act, 2017 and West Bengal Housing Industry Regulation Rules, the provisions as per the Act will be valid.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at branch office of Star Shine Tie-Up Pvt. Ltd., situated at "Shovona Plaza", 37, Jessore Road, Kolkata – 700 074 in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee:

(1) Signature \_\_\_\_\_

Name:- \_\_\_\_\_

Address:- \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) Signature \_\_\_\_\_

Name:- **Mr. Uttam Kumar Saha**

Address:- **17/1, R.B.C. Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, District – North 24 Parganas.**

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

### **SCHEDULE 'A'**

WHEREAS all that land measuring more or less 18 Cottahs recorded in C.S. Plot No. 11 & 32 under Khatian Nos. 21 & 390 respectively of Mouza – Kalidaha, J.L. No. 23, Re.Su. No. 16, Touzi No. 1298/ 2833, within P.S. Dum-Dum, within the limit of South Dum-Dum Municipality, being Premises No. 85 Dum-Dum Road, Kolkata – 700 074, was originally belonged to one Prosad Das Mullick.

AND WHEREAS being in peaceful possession of the aforesaid property the said Prosad Das Mullick made and executed a Deed of Lease in respect of 16 Cottahs of land in favour of M/s. Scene Screen Pvt.Ltd. for a period of 30 years on 26.11.1947 and the same was registered at S.R. Cossipore Dum-Dum and the same was copied in Book No, I, Volume No. 54, Pagers from 199 to 208, vide Lease Deed No. 3116, for the year 1947 and he also made and executed another Deed of Lease on 28<sup>th</sup> day of August 1952 in favour of the said M/s. Scene Screen Pvt. Ltd. in respect of land measuring more or less 2 Cottahs out of the above referred property which was registered at S.R. Cossipore Dum-Dum and the same was copied in Book No. 1, Volume No. 82, Pagers from 60 to 67, vide Lease Deed No. 6123 for the year 1952 for a period of 27 years 10 months 11 days and delivered khas possession in favour of the M/s. Scene Screen Pvt. Ltd.

AND WHEREAS the said Lease has expired by efflux of time on 30<sup>th</sup> November 1977 and the said M/s. Scene Screen Pvt. Ltd. is required to handover peaceful vacant possession of the said property as per terms contained in the said Deed of Lease.

AND WHEREAS the said Prosad Das Mullick died intestate leaving behind one son namely Sri Sasti Das Mullick as his only the legal heir and representatives

and the property left by Prosad Das Mullick had already been devolved upon Sasti Das Mullick.

AND WHEREAS pursuant to the acceptance to rent by the Government of West Bengal on the ground of alleged vesting of the said property by operation of West Bengal Estate Acquisition Act 1953, a Write Petition under Article 226 of the Constitution of India was filed before the Hon'ble High Court at Calcutta which was allowed and the rule was made absolute and thereafter by Order dated 28.09.2000 passed in Civil Appeal No. 834 of 1981 the Hon'ble Supreme Court of India upheld the Order passed by the Hon'ble High Court, Calcutta.

AND WHEREAS being in peaceful possession of the above referred property the said Sasti Das Mullick died intestate on 27.07.1999 leaving behind his wife namely Naba Tara Mullick and three sons namely Sri Deb Das Mullick, Bishnu Das Mullick and Some Das Mullick as his legal heirs and representatives. And the right, title and interest in respect of the aforesaid property had devolved upon the legal heirs of Sasti Das Mullick in equal 1/4<sup>th</sup> share each.

AND WHEREAS the said Naba Tara Mullick gave, assured and transferred her respective share in the said property by way of gift on 16.07.2001 in favour of her daughter-in-law Smt. Suchitra Mullick, the Smt. Suchitra Mullick herein which was registered at the office of A.R.A. at Calcutta and the same was copied in Book No. 1, Volume No. 143, being No. 3893 for the year 2001.

AND WHEREAS the said Some Das Mullick gave assured and transferred his respective share of property by way of gift on 16.07.2001 in favour of his brother Deb Das Mullick, the Shri. Deb Das Mullick herein which was registered at the office of A.R.A. at Calcutta and the same was copied in Book No. 1, Volume NO. 143, Pages from 139 to 146, being No. 3894 for the year 2001.

AND WHEREAS the said Bishnu Das Mullick gave, assured and transferred his respective share of property by way of gift on 16.07.2001 in favour of his brother Deb Das Mullick, the Shri. Deb Das Mullick herein which was registered at the office of A.R.A. at Calcutta and the same was copied in Book No. 1, Volume No. 143, Pages from 147 to 154, being No. 3895 for the year 2001.

THUS the present Shri. Deb Das Mullick became the absolute owner of undivided 3/4<sup>th</sup> share of the entire property by way of inheritance as well as gift and the Smt. Suchitra Mullick became the absolute owner of 1/4<sup>th</sup> share of the entire property by way of aforesaid gift and being the absolute owners

thereof they have every right to sell, transfer, gift, mortgage in any manner whatsoever in favour of any party or parties.

**AND WHEREAS** M/s. **STAR SHINE TIE-UP PVT. LTD.** have inspected all the title deeds and documents in respect of the property and has fully satisfied and purchased a piece and parcel of land measuring more or less 18 Cottahs recorded in C.S. Dag No. 11 & 32, R.S. Dag No. 186, under C.S. Khatian No. 2 & 390 respectively under R.S. Khatian No. 1830 of Mouza – Kalidaha, J.L. No. 23, Re.Su. No. 16, under Touzi No. 1298/ 2833, Premises No. 85, Dum-Dum Road, Kolkata – 700 074, under the jurisdiction of A.D.S.R. at Cossipore Dum-Dum, in the District of North 24 Parganas, from Shri. Deb Das Mullick & Smt. Suchitra Mullick by a registered Deed of Sale duly executed on 28<sup>th</sup> day of February, 2007 at the office of Additional Registrar of Assurance, bearing Book No. I, Volume No. I, Pages 1 to 16, Being No. 07589 for the year 2007.

**AND WHEREAS** the Owner/Developer submitted a addition & alteration map or plan of a multistoried building to the Municipal Authority of South Dum Dum Municipality for sanction or caused to be sanctioned the First plan on 29.06.2012 vide Plan No. 66 and subsequently on 10.06.2013 vide Plan No. 73, on 28.07.2016 vide Plan No. 271 and B+G+VI on 22.08.2017 vide Plan No. 84 and on 06.08.2018 vide Plan No. 233 and finally on 08.06.2019 vide plan no. 85.

### **SCHEDULE 'B'**

#### **DESCRIPTION OF THE APARTMENT AND COVERED PARKING**

##### **PART-I**

**ALL THAT** the Apartment No. “\_\_\_\_\_” with Carpet Area of carpet area of \_\_\_\_\_ (Super Built-Up Area Approx. \_\_\_\_\_ Sq. Ft.) square feet approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the \_\_\_\_\_ **Floor**, of “**SWABHUMI SQUARE**” at **ALL THAT** land measuring more or less 18 Cottahs recorded in C.S. Plot No. 11 & 32 under Khatian Nos. 21 & 390 corresponding to R. S. & L. R. Dag No. 186 appertaining to L. R. Khatian No. 2238 of Mouza – Kalidaha, J.L. No. 23, Re.Su. No. 16, Touzi No. 1298/2833, within P.S. Dum-Dum, within the limit of South Dum-Dum Municipality, being Premises No. 85 Dum-Dum Road, Kolkata – 700 074, which is butted and bounded as follows:

ON THE NORTH : By Dum-Dum Road.

ON THE SOUTH : By Municipal Road.

ON THE EAST : By Premises No. 91, Dum-Dum Road & Municipal

Road.  
ON THE WEST: The Municipal Road.

### **SCHEDULE 'B'**

Description of the Floor Plan for the Apartment No. "\_\_\_\_\_" on the Second Floor of "Swabhumi Square".

- |                        |   |             |
|------------------------|---|-------------|
| a) No. of Bed room     | : | ___ (_____) |
| b) Living/Dining space | : | ___ (_____) |
| c) Kitchen             | : | ___ (_____) |
| d) Toilet              | : | ___ (_____) |
| e) Balcony             | : | ___ (_____) |

### **SCHEDULE 'C'** **PAYMENT PLAN**

#### **PART-I**

"AGREED CONSIDERATION"

1.3(a) Consideration for the Undivided Share and for Construction and completion of the said Apartment No. "\_\_\_\_\_" is Rs. \_\_\_\_\_/-  
**(Rupees \_\_\_\_\_ Only) on \_\_\_\_\_**  
**Floor admeasuring \_\_\_\_\_ (Super Built-Up Area Approx. \_\_\_\_\_ Square Feet) Square Feet Approx Carpet Area.**

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number **19AAKCS5877LIZD**.

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

#### **PART – II**

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of "Promoter" i.e. "M/s. Star Shine Tie-Up Pvt. Ltd." and the Company shall deduct 15% as Service Charges plus applicable Goods & Service



Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART – III**

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 31<sup>st</sup> December 2022 from the date of booking subject to force majeure as mentioned in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

### **PART – IV**

#### **Section A: Additional Payments payable wholly by the Allottee**

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. It is further stated that over and above the stamp duty and registration charge a fixed cost of Rs. 50,000.00 (Rupees Fifty Thousand Only) is to be paid for legal charges.

- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility or additional fittings, fixtures provided or any changes, additions, alterations or variation made in the Said Apartment from the declared specifications including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section-B:** Additional payments payable proportionately by the allottee to the Promoter are additional of the chargeable area.

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional of the chargeable area:

- (a) Legal fee payable to Promoter.
- (b) Security Deposit and meter cost for induction of the meter in the name of the allottee.

#### **PART – V**

Additional consideration payable to the **“Promoter”** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **“Promoter”**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

## **PART – VI**

### **“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 1/= [Rupees One Only] per sq. ft for 12 [twelve] months.
- (b) Deposit for Corporation/Jila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “Promoter” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

### **SCHEDULE ‘D’ SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT) SPECIFICATIONS**

**FOUNDATION:-** Concrete piling, R.C.C. shallow foundation as per plan. For Casting Work Branded Company’s Steel, Cement will be used. Other materials such as Stone Chips, Sand and Bricks will be used of First Class Quality, e. g. For Foundation Work 3/4<sup>th</sup> Stone Chips and Full Course Sand for other casting work 5/8<sup>th</sup> Stone Chips and Full Course Sand and for Brick work and plastering 1<sup>st</sup> Class Bricks and Medium Course Sand, Course Sand will be used respectively.

**FLOORS:-** The Entire Floors of the proposed buildings will be provided with 2’ x 2’ VITRIFIED, JOINT-FREE, GLOSSY / SUPERMATT FLOOR TILES, manufactured by an ISO9002 company.

**WALLS:-** Outer wall 8" thick, inner wall 3" thick & partition wall between each flat 5" thick.

**DOORS:-** 4" x 2.5" section Door Frames made with WOOD. Main Door of WOOD with polish finishes or Steel Door, other Doors will be 32mm ISI BOILING WATER PROOF FLUSH DOOR finished with enamel paint. PVC DOOR will be provided in TOILETS with necessary HINGES, SCREWS and fittings of ISI Marked.

**WINDOWS:-** Aluminum Sliding Windows with M. S. Grills.

**TOILETS:-** 8" x 12" Luster Series Color Printed glazed tiles in walls up to Door Frame Level, Concealed G. I. pipe line, Shower point with necessary C. P. Fittings of Branded Company's and White Porcelain Plain Commode of Standard make for Toilets and White PVC Cistern of same Make will have basin in common toilet.

**PLUMBING:-** ½ "diameter concealed PVC Pipe & Fittings will be provided in kitchen & toilets. 1.5" diameter concealed G.I. Pipe, Fittings & necessary Valves (ISI Marked) will be provided for 24 Hours water supply from overhead reservoir to each flat.

**SANITARY:-** All sanitary lines both vertical & horizontal for each and every kitchen & toilets of each flat will be finished with SUPREME make HDPE Pipe & Fittings, will have one basin in Dining.

**ELECTRICALS:-** All wiring will be concealed by PVC CONDUITE with FLAME RETARDANT PVC INSULATED CABLES of necessary GAUGE and specification of FINOLEX Brand along with Modular Switch, Plug-Points, and 15 AMP. Power Points, Fuses, MCB Switches of ISI Marked Modular.

**INTERIOR WALL COATS:-** All interiors walls will be finished with a coat of Plaster of Paris.

**EXTERNAL PAINT:-** External Walls will be finished with Exterior Acrylic Emulsion.

**OPEN TERRACES:-** The Entire Roof Surface of the proposed buildings will be provided with 10"x10" Water Proof Roof Tiles with necessary water-proofing chemical treatment.

**COMMON AREAS:-** All roads, driveways, paved, paths, and passages will be finished with 32mm rough (anti-skied) KOTA STONE / CHECKER TILES.

All extra works other than this specification will be charged as extra and that must be paid in advance.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(COMMON PORTIONS)**

**PART - I**

**A. COMMON PARTS and PORTIONS in the BUILDING.**

1. Lift in the building for residential purpose.
2. Lift for car parking (applicable for the owners of parking area using the car lift).

**PART-II**

**(COMMONEXPENSES)**

1. Maintenance of the common area to be fixed by the Association of the Owners.
2. Maintenance of the car lift and electricity cost of the mechanical parking and car lift to be borne by the owners of the car parking.
3. Cost for annual maintenance contract for all Fire Fighting equipments and installations and also the cost of renewal of Fire License on expiry of the same, time to time.