

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of 2019, **BETWEEN JESSORE ROAD CONSTRUCTION PARTNERS LLP**, a Limited Liability Partnership, within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 6/2, Jessore Road, Kolkata – 700 028, having PAN No. AAHFJ6485B, represented by one of its Partners **Tushar Jhunjhunwala** son of Gopal Jhunjhunwala, residing at 2/2 Bright Street, Police Station- Karaya, Post Office - Ballygunge, Kolkata 700019 having PAN No. ACVPJ4487H hereinafter referred to as **VENDOR** (which expression shall mean and include the partners, their respective heirs and/or nominees and/or assigns as defined or understood within the meaning of Limited Liability Partnership Act 2008) of the **FIRST PART**.

AND

1) **TRANSWAYS ENCLAVE LLP** (formerly TRANSWAYS ENCLAVE PRIVATE LIMITED), a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having PAN No. AACCT1494J, C.I.N no. U70101WB2004PTC098743 (2) **DADRA EXIMP PVT LTD** (formerly NAGREEKA SYNTHETICS PRIVATE LIMITED), a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office – Bentick street, Kolkata – 700001, having PAN No. AAACN8691D (3) **NAGREEKA FABRICS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office – Bentick street, Kolkata – 700001,, having PAN No. AAACN2323G, (4) **INDIA OVERSEAS EXPORTS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office - Bentick street , Kolkata – 700001, having PAN No.AAACI5603G, (5) **TRANSWAYS (AGENTS) LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having PAN No. AABCT1472D C.I.N no. U60210WB1981PLC033854 (6) **SMITA PROPERTIES AND INVESTMENTS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, C.I.N no. U45202WB1987PTC042034 having PAN No. AAEC3404P AND (7) **RANISATI PROPERTIES LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having

PAN No. AABCR5694R, C.I.N no. U7010WB1975PLC029846 all are represented by **Sushil Patwari**, son of Late Iswar Lal Patwari, residing at 18A, Alipore Road, Police Station- New Alipore, Kolkata 700027 hereinafter collectively referred to as **CONFIRMING PARTIES** (which expressions shall unless excluded by or repugnant to the context be deemed to include their successors in office, liquidators, receivers, nominees and/or assigns) of the **SECOND PART**.

AND

_____, residing at _____, having PAN No. _____, hereinafter referred to as **PURCHASER** and/or **ALLOTTEE** (which expression shall mean and include the partners, their respective heirs and/or nominees and/or assigns as defined or understood within the meaning of Limited Liability Partnership Act 2008) of the **FIRST PART**

WHEREAS:

- A. By an Indenture dated 5th May, 1939 Governor General in Council with the permission of the Defence Department of the Government of India sold, transferred, conveyed, granted, assigned and/or assured all that piece and parcel of land containing an area of 11 Bighas, 8 Cottahs, 8 Chittacks and 2 Sq. Ft. but recorded as 11 Bighas, 3 Cottahs 2 Chittacks and 2 Sq. Ft. on the map or the plan annexed thereto situated or lying at Mouza – Dumdum Cantonment, P.S. Dumdum, Sub Registry office – Cossipore, Dumdum comprised in C.S.Dag Nos.2300 and 2398 in the District of 24 Parganas now in 24 Parganas (North) and delineated in the map annexed thereto and numbered as Plot No. 2 of Block “E” and coloured yellow for the consideration therein mentioned to Hemant Kumar Mukherjee. The said Indenture was registered with the Sub Registrar Cossipore, Dumdum recorded in Book no. 1, volume no. 31, Pages 68 to 71 Being No. 1911 for the year 1939.
- B. The said Hemant Kumar Mukherjee constructed brick built dwelling house in the portion of land. The said plot of land was numbered as Municipal Holding Nos.5, 6 and 7 formerly 7, 7A and 7B, Jessore Road of the Municipality of Dumdum. The said Hemant Kumar Mukherjee being seized and possessed of and otherwise well and sufficiently entitled to the said land constructed brick built dwelling house and building thereat being known as Premises No.6 & 7, Jessore Road. By an Indenture dated 2nd.September 1961 the said Hemant Kumar Mukherjee sold, transferred, conveyed, granted, assigned and/or assured on to the Air Survey Company of India. The said Premises No.6 & 7, Jessore Road, Dumdum for the consideration therein mentioned. The said Indenture was registered with the Sub Registrar Cossipore at Dumdum

recorded in Book no. 1, volume no. 106, Pages 156 to 167 Being No. 7126 for the year 1961.

- C. The said Premises was thereafter renumbered as Premises No.6, 6/2, 7A and 7B, Jessore Road, Kolkata.
- D. By an Indenture dated 21st May, 2005 executed by Air Survey Company of India Pvt. Ltd. therein referred to as Transferor and the Confirming Parties herein referred to as Transferees, the Transferor for the consideration therein mentioned and in terms of the Orders passed by the Special Court sold, transferred, conveyed, granted, assigned and/or assured on to the Transferees therein, the Confirming Parties herein, all that piece and parcel of land measuring 48.17 Cottahs on actual measurement found to be measuring 45 Cottahs 2 Chittacks and 33 sq feet or 3019.37 sq. meters being portion of Municipal Holding No.6/2, formerly 6, 7A, 7B, Jessore Road, Kolkata as more fully and particularly described in the First Schedule hereunder written for the consideration therein mentioned. The said Indenture was registered with Additional Registrar of Assurances I, Kolkata and recorded in Book No.I, being Deed No.01825 for the year 2005.
- E. The Present Owners herein after referred to as the Confirming Parties while being jointly seized and possessed and otherwise well and sufficiently entitled to enjoy and occupy as absolute Owners of the said property mutated their names in the records of the Dumdum Municipality.
- F. The Confirming Parties thereafter have caused to have Building plan being sanctioned by Dumdum Municipality for construction of three buildings at the said premises being Building Sanction Plan No (PWD | Plan B+G+IV & G+V | 164/2009-10) dated 15-03-2010. The first two buildings having received completion certificate, the Developer, the Vendor herein caused to have the said building plan for construction of third building revised and re-sanctioned by the Dum Dum Municipality for construction of ground plus five storied brick built dwelling house being Plan No. G+V / 139 / 2014 – 2015 dt. 27.06.2014.
- G. In terms of the said revised sanction plan, the Vendor and the Confirming Parties have completed the building and received completion certificate form Dum Dum Municipality being Completion Certificate No.DDM|PWD|379|2019-2020 dated 27/09/2019.

- H. By and through a Limited Liability Partnership Agreement dated 24.12.2010 the Confirming Parties has incorporated a Limited Liability Partnership Firm known as Jessore Road Construction Partners LLP for the purpose to carry out business of Real Estate Development and allied activities.
- I. The Confirming Parties have delegated its rights of development of the land to the Vendor on the terms and conditions as were mutually agreed to between the Confirming Parties and the Vendor and have further authorised the Developer i.e. the Jessore Road Construction Partners LLP to act as Vendor for transferring therein undivided proportionate indivisible share or interest in the land.
- J. In terms of the said Agreement, the Confirming Parties have handed over possession to the Vendor and have also authorised the Vendor to enter into an Agreement with the Purchaser(s) for sale of the developed area in terms of the understanding entered between them.
- K. At the request of the Vendor, the Confirming Parties have agreed to act as Confirming Parties to this Agreement.
- 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.
- i) Upon an Application being made to the Regulatory Authority within the meaning of West Bengal Housing Industry Regulation Act, 2017 the Regulatory Authority **vide registration no. _____ dated _____** was pleased to grant registration to the developer, project as well as commencement certificate.
 - ii) 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;
 - iii) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. Upon being approached by the Purchaser, the Vendor have agreed to sale all that Flat No. “__” on the ___ Floor of the Block “C” at the Building 6/2, Jessore Road, Kolkata together with undivided proportionate impartible share or

interest in the land along with covered car parking space being no. _____ as more fully and particularly mentioned in the schedule hereunder written at and for a consideration of a sum of Rs. _____/- (Rupees _____ only) on the terms and conditions mentioned in this Agreement and marked in the map or plan annexed hereto and delineated in Red.

N. The Total Price for the Apartment based on the carpet area is Rs. ____ (Rupees _____ only ("**Total Price**")

Block/Building/Tower No.____Apartment No.____ Type____ Floor_____	Rate of Apartment per square feet
Total price (in rupees)	

Breakup of Costs

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. In this Agreement unless it is contrary or repugnant to the context or meaning, the following expressions shall have the meaning given against each of them:-
 - (i) "**ACT**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - (ii) "**RULES**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act , 2017;
 - (iii) "**REGULATIONS**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
 - (iv) "**SECTION**" means a section of the Act;

- (v) **“ALLOTTEE”** shall mean in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- (vi) **“UNIT”** shall mean and include the flats and/or carpet area of the building capable of being exclusively enjoyed by the Purchaser/Allottees and more particularly described in of the Second Schedule hereunder written and shall be exclusive of exclusive balcony or verandah areas, exclusive open terrace areas, common areas,.
- (vii) **“BUILDING”** shall be built by the Vendor as per the building plan sanctioned by Dum Dum Municipality and the building shall be constructed as per the specifications mentioned in the Third Schedule hereunder written.
- (viii) **“BUILT - UP AREA”** shall mean and include the covered area of the unit / flat, and internal walls. The said covered area shall be demarcated in red in the attached drawing of the unit and shall be certified by the Architect to the project on completion. The architects’ certificate for built up area shall be final and binding on all concerned.
- (ix) **“SUPER BUILT-UP AREA”** shall mean and include the built up area of the particular flat as certified by the Architect together with the proportionate share of each unit in the common spaces, common areas, underground water tanks, overhead water tanks, stair cases, lift, walls, lift and stair room, tube wells, lobbies, corridors, watch man and ward rooms, and all areas which are used for locating common services which has been agreed to as approximately **33% (Thirty Three Percent)** for the purpose of payment of maintenance charge.
- (x) **“PARKING SPACE”** shall mean and include the covered / open space provided in the building for parking of medium size car as described in the Schedule “B” hereunder written and shall form integral part of the Unit.
- (xi) **“COMMON PURPOSES”** shall mean and include the purpose of maintaining and managing the land and building and in particular the common parts, meeting of common expenses and other matters relating to the land & building and the common use and enjoyment thereof.
- (xii) **“COMMON PARTS AND COMMON AREA”** shall mean and include the path and equipment provided and/or reserved in the land and/or

building for common use and enjoyment as described in the Schedule "D" hereunder written.

- (xiii) **“COMMON EXPENSES”** shall mean and include the expenses for common purposes as mentioned in Fourth Schedule hereunder written.
- (xiv) **“CONFIRMING PARTIES”** shall mean (1) Transways Enclave Pvt. Ltd. (2) Dadra Eximp Pvt Ltd (formerly NAGREEKA SYNTHETICS PRIVATE LIMITED, (3) Nagreeka Fabrics Pvt. Ltd. (4) India Overseas Exports Pvt. Ltd., (5) Transways (Agents) Ltd., (6) Smita Properties and Investments Pvt. Ltd. (7) Ranisati Properties Ltd. and / or their Successors in Interest, Liquidators, Nominees and/or Assigns.
- (xv) **“ARCHITECT”** shall mean Maheshwari & Associates appointed as architectural and consultant/supervising engineers to the project along with local architect/s as applicable.
- (xvi) **“SANCTIONED PLAN”** shall mean the plan of the building approved and sanctioned by Dumdum Municipality being Plan No (PWD|Plan B+G+IV & G+V |164/2009-10) dated 15-03-2010 and modified and amended by Plan No. G+V/139/2014-2015 dated 27-06-2014.

2. The Vendor with the consent and concurrence of the Confirming Parties has agreed to sell, transfer and the Allottee has agreed to purchase and acquire all that the Flat No.”__” on the ____ Floor of the Block “_C_” building at 6/2, Jessore Road, Kolkata (more fully and particularly described in the Second Schedule hereunder written) together with one covered car parking space in the ground floor of the said Premises (more fully and particularly described in the Second Schedule, hereunder written) together with the undivided indivisible proportionate share in the land comprised in the First Schedule i.e. the Premises hereunder written and together with the undivided indivisible proportionate share in the common parts and portions (more fully and particularly described in the Fourth Schedule hereunder written) (hereinafter collectively referred to as “the said unit”) as per specifications as mentioned in Third Schedule on ownership basis free of all encumbrances, charges, liens, lispendens, attachment, trusts, whatsoever or howsoever at and for a consideration of only on the terms and conditions hereinafter appearing.
3. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in this agreement and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.

4. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
5. The total price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
6. 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. 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.
7. The Allottee shall in addition to the aforesaid pay additional charges or costs as mentioned in Fifth Schedule hereunder written.
8. That the Allottee shall pay to the Vendor / Apartment Owners Association deposits as stated in Sixth Schedule hereunder written.
9. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

10. The Vendor has applied for and have taken sewerage connection from Dum Dum Municipality and have also taken out water connection for the entire project.
11. In terms of the approval given by CESC Ltd., the Vendor has applied for and/or obtained bulk consumer meters along with substation and transformer. The Allottee shall be entitled to take sub meters from the Vendor and/or Apartment Owners Association as the case may be.
12. The Vendor states that it has not created any mortgage or encumbered on the said Unit and the sale is free from all encumbrances, liens and lispendens of any nature whatsoever.
13. In addition to the above consideration amount, the Allottee shall be liable for payment of taxes and levies that may be applicable as per the prevailing law.
14. The stamp duty, registration charges and all out of pocket expenses for registration of the agreement, registration of conveyance and/or out of pocket expenses that may be applicable in this respect are to be paid on actual by the Allottee as and when applicable. In case the Agreement for Sale is required to be registered, additional sum of Rs.4,000/- shall be payable by the Purchaser. In addition to the aforesaid, fee and charges of the Lawyer shall be required to be paid by the Purchaser.
15. 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 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 not only the Apartment but also the Common Areas, internal development charges, external development

charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per the agreement 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.

16. It is made clear by the Promoter and the Allottee 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 and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
17. 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 it 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 and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
18. The Allottee shall be liable for payment of municipal rates and taxes, maintenance charges etc. after the handing over of the Unit by the Vendor.
19. **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 (as applicable) in favour of _ _ _ _ _ payable at _ _ _ _ _ .

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

i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and 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.

ii) The Promoter accepts no responsibility in regard to matters specified in para 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.

21. **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.

22. **TIME :** 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.

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

23. **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 [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 shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **WEST BENGAL HOUSING INDUSTRIES AND REGULATIONS ACT, 2017 (HIRA)** and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

24. **THE ALLOTTEE DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS: -**

- a. Not to interfere in any manner whatsoever in any connection with the construction of the building or any part thereof by the Vendor and/or building contractor appointed by the Confirming Parties except in respect of finishes, mentioned specification of construction etc.
- b. To pay the proportionate share of municipal rates and taxes levied by any statutory authorities and to pay all charges for electric, gas, telephone and other facilities on and from the Vendor makes over peaceful vacant possession of the flat/unit roof and covered car parking space to the Purchaser.
- c. Not to do any act or deed whereby the Vendor and/or Confirming Parties are prejudicially affected.
- d. Not to throw any rubbish or store any combustible articles in the common paths.
- e. Not to carry on any illegal or immoral activities in the said flat.
- f. Not to decorate or paint otherwise so as to alter the exterior of and said unit/flat save in accordance with the general scheme thereof as specified by the Vendor / Confirming Parties.
- g. Not to claim any partition or sub-division of the land or common parts.
- h. Not to divide the flat into smaller units.
- i. Not to make civil changes inside or outside the flat.
- j. To maintain the Unit or Flat in good and habitable condition and if so necessary make all necessary repairs for proper enjoyment of the Flat / Unit by other Co-Owners.
- k. Maintain the facade of the building.
- l. Install Grill only as per approved design.
- m. The Allottee agrees that he shall install window / split air conditioner at designated space(s) provided in the said Flat and in case he wishes to make any changes to such spaces, he shall do so only with prior written approval from the Vendor.
- n. To keep the said flat/unit and car parking space in good or tenantable repair or condition.
- o. To permit the Vendor and/or the Confirming Parties and their agents with or without workmen at all reasonable time to enter upon the said flat/unit and to examine the state and condition thereof and in case of delay, want of repair etc. to give notice to the Allottee to repair and maintain the same.
- p. The Vendor and/or Confirming Parties has the exclusive rights for further or future development by construction of further Flats or by construction of additional Floors subject to provisions being granted by Dum Dum Municipality. In such circumstances the Allottee agrees that

the proportionate undivided common share in the land and/or in the common spaces shall be allowed to be varied and/or reduced and the Allottee doth hereby covenants and agrees to the same.

- q. Notwithstanding anything contained herein, the Allottee covenant not to seek possession of the scheduled unit/flat until consideration amount, interest, default penalties together with deposit as stated herein are paid to the Vendor.
- r. The Allottee shall get the conveyance deed executed within 6 months of taking possession of the said flat.

25. **THE VENDOR DOTH HEREBY COVENANTS WITH THE ALLOTTEE AS FOLLOWS:-**

- a. That the Allottee shall pay the entire consideration as aforesaid and observing and performing the covenants and conditions contained herein and on the part of the Allottee shall quietly hold and enjoy the said undivided impartible share in the land directly proportionate to the unit/flat and the car parking spaces without any interruption from the Vendor / Confirming Parties.
- b. The Vendors and the Confirming Parties shall execute the deed of conveyance/transfer in respect of the said Unit when requested by the Allottee after his taking over the possession of the said flat provided however the stamp duty registration charges, lawyer's fees and other expenses in this regard shall be paid and borne by the Purchaser.
- c. The Vendor shall form an association/society for the purpose of maintenance and rendition of the common parts and portion with such rules and regulations as may be mutually agreed upon between the flat owners and the Confirming Parties and the Allottee shall become a member of the said maintenance association and shall abide by such rules and regulations may be framed by the Confirming Parties and or association, society.
- d. The Vendor shall not be treated in breach of any of the obligations herein contained if the Vendor is prevented by circumstances beyond the control such as labour unrest, civic commotion, tempest, fire, earthquake and other acts of God such as natural calamities.
- e. It being agreed and understood that the Allottee will not be able to partition the Flats and/or sale in all the portions of the said Flats independently of the other portions and the Flat along with car parking shall always remain as single unit.

26. This Agreement is made between the parties on Principal to Principal Basis and nothing contained herein shall deem to mean Joint Venture, Partnership or Agent.
27. If any term or provision in this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
28. The Schedules to this Agreement are part and parcel of this Agreement and shall be considered and read as such. It is expressly clarified that any breach of the terms and conditions of the Schedules would amount to a breach of this Agreement.
29. This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforce in accordance with the laws of India.
30. The Allottee shall be responsible for paying stamp duty as applicable for this agreement.
31. The terms of this Agreement shall neither be altered or added to and nor shall anything be omitted there from except by means of a Supplementary Agreement in writing duly signed by the parties hereto and, if required, duly stamped and registered.
32. In case the Allottee nominates any other Purchaser(s) to receive the Conveyance or nominates to be put in her place and stead to be the Purchaser, in that case, the Allottee would be liable to pay a sum of Rs.100/- per sq ft. of the area together with legal costs, documentation charges.
33. That in case the Allottee in spite of notice being given by the Vendor to pay instalments as specified the payment schedule hereinbefore written, fails and/or neglects to make payment of the instalments, the Vendor shall give notice to the Allottee to make payment of the instalment amount together with interest @ 1.5% per month for the amount in default or in part thereto and even after such notice having been received by the Purchaser, the Allottee having failed and/or neglected to make payment, the Vendor shall be entitled

to cancel and terminate this Agreement for Sale as stated in the Default Clause hereunder written.

34. Not with standing anything contained herein, the Vendor shall be entitled to cancel this Agreement for Sale in case the Allottee fails and/or neglects to make payment of the instalments as specified the payment schedule hereinbefore written after issuing notice to the Allottee to make good such default within 15 days from the issuance of the Notice by the Vendor. Upon termination of the Agreement, the Vendor would be entitled to sell the said Unit as mentioned in Second Schedule hereunder written to any other person. All costs, charges and expenses for cancellation and resale including loss to the Vendor, if any on account of such re-sale, shall be deducted out of the instalments paid by the Allottee together with interest cost of the Vendor along with cancellation charges specified as below.
35. **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, as per the local laws;
Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
36. **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. to the Allottee as mentioned in Second Schedule to the Agreement.
37. **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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment

- i) in accordance with the terms of this Agreement, duly completed by the date specified in the agreement ; 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee 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 to the allottee within forty five days of it becoming due.

38. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:** Upon receiving a written intimation from the Promoter, 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 agreement such Allottee shall continue to be liable to pay maintenance charges.

39. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :** The Promoter hereby represents and warrants to the Allottee as follows:

- i) The Promoter / Confirming Party 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 / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said Land or the Project;
- 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 / Confirming Party have 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 / Confirming Parties 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 / Confirming Parties are 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 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;
- x) 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;
- xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the 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 and the association of allottees or the competent authority, as the case may be;
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

40. **EVENTS OF DEFAULTS AND CONSEQUENCES** : 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 under this agreement 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.
- iii) In ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - a) 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
 - b) 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, 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, 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 to the allottee within forty-five days of it becoming due.

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 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 hooking 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.

41. **CONVEYANCE OF THE SAID APARTMENT** : The Promoter on receipt of Total Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed along with the Confirming Parties to 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.
42. 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.
43. **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 included in the Total Price of the Apartment.
44. **DEFECT LIABILITY**: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
45. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**: The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/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.

46. **USAGE:** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall bear marked 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 allottees formed by the Allottees for rendering maintenance services.

47. **COMPLIANCE WITH RESPECT TO THE APARTMENT:** 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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.

48. **COMPLIANCE OF LAWS, NOTIFICATIONSETC BY PARTIES:** The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project
49. **ADDITIONAL CONSTRUCTIONS:**The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
50. **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/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Building].
51. **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 as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-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, 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
52. **ENTIRE AGREEMET:** 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/building, as the case may be.

53. **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.
54. **WAIVER NOT A LIMITATION TO ENFORCE:**
- i) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
 - ii) 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.
55. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
56. **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 Apartments in the Project.
57. **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.

58. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Barasat. Hence this Agreement shall be deemed to have been executed at Kolkata.

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

_____ Name of Allottee _____ (Allottee Address)

M/s **JESSORE ROAD CONSTRUCTION PARTNERS LLP**

6/2, Jessore Road, Kolkata – 700 028.

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.

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

61. **SAVINGS:** Any application letter, allotment Letter, agreement, or any other document signed by the allottee 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, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

62. **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.

63. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
64. **JURISDICTION:** The Courts at Barasat and Kolkata alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement to the exclusion of all other courts.

FIRST SCHEDULE: SCHEDULE "A"

ALL THAT piece and parcel of land measuring 48.17 Cottahs or 3223.27 sq. metre on actual measurement found to be measuring 45 Cottahs 2 Chattaks and 33 sq feet or 3019.37 sq. meters situated and lying in Mouza Dum Dum Cantonment and comprised in R.S. Dag No. 2298, 2300, R.S. and being a portion of Municipal Holding No. 6/2 (formerly no. 6, 7A, 7B) Jessore Road, Kolkata-700028 under Dum Dum Municipality.

SECOND SCHEDULE: SCHEDULE "B"

ALL THAT Unit / Flat being No."___" measuring _____ Sq. Ft. having super built up area on the _____ floor of Building No. Block "___" together with one covered car parking space in the ground floor and together with undivided indivisible proportionate share of the said land and/or interest in common area and common portion in common along with other Co-Allottees at Holding No. 6/2 (formerly no. 6, 7A,7B) Jessore Road, Kolkata-700028 under Police Station Dum Dum.

THIRD SCHEDULE: SCHEDULE "C"

(SPECIFICATIONS OF CONSTRUCTION OF THE BUILDING)

Elevation:	Modern elevation as per Architects design.
	Exterior to be finished with Cement Paint
Staircase:	Twin Staircases in each block.
Common Area Flooring:	Vitrified Tiles in all Areas
Security:	Intercom Facility within complex
Elevator:	Multi-passenger lift in each block by Kone/Otis or equivalent
Power backup:	Generator to provide lighting of common areas/ Lifts/ Pumps. Power backup for flats at extra cost
Doors:	Inside Door – Flush Door with wooden frame with door handle or inside latch
	Main Door –Heavy Wooden frame and flush door with night latch by Godrej or equivalent
Toilets:	Wall Glazed with Ceramic Tile up to 6 feet height
	Geysers + Exhaust point
Bathroom Fittings:	White Sanitary fittings by Hindustan / Parry Sanitary or equivalent
Toilet fixtures:	Chrome plated fixtures by Jaquar / Essco/or equivalent
Kitchen:	Granite Counter Slab fitted with stainless steel sink
Plumbing:	Concealed Plumbing in all bathrooms and kitchen
	Hot & Cold water arrangement in Bathrooms.
Electricals:	Concealed copper wiring with shockproof MCD and Modular Switches.
Telephone Points:	In bedroom and living/dining area.
Flooring:	Vitrified tiles in Bedrooms, Drawing & Dining area.
	Non skid tiles in Kitchen and Bathrooms
Car Parking	Open and Covered parking available at extra cost.

FOURTH SCHEDULE: SCHEDULE “D”

(Common Areas/Space/Parts)

1. Open space between the buildings.
2. Driveways

3. Community Hall / Gym / Games room / Common toilets on ground floor.
4. Any other facility created by the Vendor / Confirming Parties for common enjoyment of all the Allottees.
5. Stair case on all the floors and up to the top floor roof.
6. Stair case landings and lift landings on all floors.
7. Common passage and lobby on the ground floor excepting car parking space/s.
8. Tube well, if any.
9. Water pump, Overhead Water tank, Underground Water Reservoirs, Water pipes and other common pumping installations.
10. Drainage and sewers.
11. Pump House.
12. Security Rooms
13. Boundary walls and main gates.
14. Such other common part areas, equipments, installations, fixtures fittings and spaces in or about the said building as are necessary for passage to usual user and occupancy of the unit in common and as are specified by the Confirming Parties expressly to be the common parts after construction of the building the roof and/or terrace and other area.

(Common Expenses)

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting, the common parts and also the outer walls of the building and parking space.
2. All costs of maintenance, operating, replacing, rebuilding, reconstructing, decorating, redecorating related to equipment that is installed in the common area's of the building or that are used for the common purpose of the unit owners.
3. The salaries of all persons employed for the above referred purposes.
4. Insurance premium for insuring the building against earthquake, fire lighting, mob damage, civil commotion etc.
5. All charges and deposits for supplies of common utilities.
6. Municipal taxes and other outgoings save those separately assessed on the respective units.
7. Cost and charges of establishments for maintenance of the building and for watch and ward staff.
8. All litigation expenses for protecting the title of the land and building.

9. The office expenses incurred for maintaining the office for common purposes.
10. All other expenses and outgoings as are deemed by the Owner Confirming Parties to be necessary incidental for the regulating inter se rights of the Allottees.
11. All expenses referred to above shall be borne by the Allottee on and from the date of taking charge and/or possession of the respective unit.

FIFTH SCHEDULE : SCHEDULE 'E'

(Details of Extra Charges)

1. Electricity - Expenses of Rs.xx/- per Sq. Ft. being installation of transformer and misc. expenses connected thereto will be payable as per the Payment Schedule. Security Deposit + Charges for individual meter to be paid as per the requirement of CESC as applicable.
2. Backup Power. At the rate of Rs.xxxx/- per KVA subject to minimum of 1 KVA payable as per the payment schedule.
3. Documentation fee of Rs.xxxx/- per Unit payable as per the payment schedule.
4. Association formation charge of Rs.xxxxx/- per Unit payable as per payment schedule
5. Mutation processing charge of Rs.xxxxx/- per Unit payable as per payment schedule. Mutation fees & other related charges by the municipality will be payable in addition to the above mention mutation processing charge at actuals directly by the purchaser.
6. Legal Fees:- Rs.xxxxx/-per unit payable as per the payment schedule. In case Agreement for Sale is required to be registered, a sum of Rs.xxxxx/- per document is to be paid in addition.
7. Stamp Duty, registration charges and other out of pocket expenses for registry etc are to be paid on actuals and when applicable.

SIXTH SCHEDULE: SCHEDULE 'F'

(Details of Deposits)

- c) A sum of Rs. xxx/- per Sq. Ft. for the total Super Built Up Area of the Unit as interest free maintenance deposit. This amount will be transferred to the Building association/ Society when the building maintenance is handed over to the same and will go towards the corpus / sinking fund.

- d) A sum of Rs. xxxx/- per Sq. Ft. of the total Super Built Up area of the Unit for to be deposited by the Allottee with the Vendor as Interest free Municipal Deposit. This amount will be applied towards municipal rates and taxes payable for the Purchaser's unit after taking possession until final mutation is completed. After deducting the applicable amount the balance will be refunded to the Allottee once mutation is completed.

IN WITNESSTH WHEREOF the parties hereunder have set there and subscribed their respective hands on the date and month year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED by

The **CONFIRMING PARTIES** at Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED

By the **ALLOTTEE** at Kolkata

In the presence of:

MEMO OF CONSIDERATION

RECEIVED of and from within named transferees the within mentioned consideration sum of **Rs.13,73,165/-** (~~Rupees Thirteen lakhs Seventy Three Thousand One hundred Sixty Five only~~) on various dates through various cheques and individual receipts having been provided to the Allottee by the Developer/ Confirming Party as per detail given below.

Cheque no.	Date	Bank	Amount
TOTAL			

=====
DATED THISDAY OF , 2020
=====

BETWEEN
JESSORE ROAD CONSTRUCTION
PARTNERS LLP
AND
TRANSWAYS ENCLAVE PRIVATE LIMITED
& ORS.

A G R E E M E N T

I.C.SANCHETI& CO.
SOLICITORS & ADVOCATES
12, OLD POST OFFICE STREET
2ND FLOOR
KOLKATA - 700 001