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This AGREEMENT FOR SALE ('**Agreement**')
executed on this ____ day of _____, 20__

BY AND BETWEEN

PAROPKAR ESTATE PRIVATE LIMITED (CIN No._____) (PAN No. AAFCP1209C) (Email ID _____), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at 24, Ashutosh Mukherjee Road, Police Station-_____, Post Office - _____, Kolkata-700 020 represented by its *Authorized Signatory* KETAN SANGHAVI (PAN

No. _____) (Mobile No. _____) (Email ID _____) son of _____, an Indian Hindu Male by Occupation - Business carrying on his business from 24, Ashutosh Mukherjee Road, Police Station- _____, Post Office - _____, Kolkata-700 020 authorised vide board resolution dated _____ hereinafter called the '**Promoter**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and assigns), of the One Part,

AND

_____ (CIN No. _____) (PAN No. _____) (Email ID _____), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at _____, Police Station- _____, Post Office - _____, Kolkata-700 0____ represented by its *Authorized Signatory* _____ (PAN No. _____) (Mobile No. _____) (Email ID _____) son of _____, an Indian Hindu _____ by Occupation - _____ residing at _____, Police Station- _____, Post Office - _____, Kolkata-700 0__ authorised vide board resolution dated _____ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Other Part;

OR

_____ (PAN No. _____), a Partnership Firm under the Partnership Act, 1932 and having its Principal place of business at _____, Police Station - _____, Post Office - _____, Kolkata-700 0____ represented by its *Authorized Signatory* _____ (PAN No. _____) (Mobile No. _____) (Email ID _____) son of _____, an Indian Hindu _____ by Occupation - _____ residing at _____, Police Station- _____, Post Office - _____, Kolkata-700 0__ authorised vide board resolution dated _____ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their permitted assigns), of the Other Part,

OR

_____, (PAN No. _____) (Mobile No. _____) (Email ID _____), (Aadhar No. _____), son of _____, by faith Hindu, by Occupation - Business, residing at _____, Police Station- _____, Post Office - _____, Kolkata- _____, hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees) of the OTHER PART;

OR

_____ (PAN No. _____), a Hindu Undivided Family and having its Principal place of business / residence at _____, Police Station- _____, Post Office - _____, Kolkata-700 0____ represented by its *Karta* _____ (PAN No. _____) son of _____, an Indian Hindu _____ by Occupation - _____ residing at _____, Police Station- _____, Post Office - _____, Kolkata-700 0____ (Mobile No. _____) (Email ID _____) hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), of the Other Part,

OR

_____ **LLP** (LLPN No. _____) (PAN No. _____) (Email ID _____), a Limited Liability Partnership under the Limited Liability Partnership Act, 2010 and having its registered office & corporate office at _____, Police Station- _____, Post Office - _____, Kolkata-700 0____ represented by its *Authorized Signatory* _____ (PAN No. _____) (Mobile No. _____) (Email ID _____) son of _____, an Indian Hindu _____ by Occupation - _____ residing at _____, Police Station- _____, Post Office - _____, Kolkata-700 0____ authorised vide board resolution dated _____ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Other Part;

The Promoter and the Allottee shall hereinafter be collectively 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) '**Regulation**' means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) '**Section**' means a section of the Act;

WHERE AS :

- A) The Promoter is the absolute and lawful of All That Premises no. 32, Shyama Prasad Mukherjee Road, Kolkata-700 025 totally admeasuring of 13 Cottahs 0 Chittaks 42 Square Feet (= 883.5 square meters) more fully described in Part-I of Schedule-A attached hereto ('**Said Land**') vide Indenture of Conveyance dated 12th February, 2010 registered with the Sub Registrar Alipore in Book No.I, CD Volume no. 2, pages 3498 to 3516 Being no. 00421 for the year 2010 read with Deed of Gift dated 21st November,2013 registered with the A.D.S.R. Alipore in Book no. I, CD Volume no. 36, Pages from 3442 to 3452, Being Deed no. - 08960 for the year 2013;
- B) The Said Land is earmarked for the purpose of building of residential cum commercial project, comprising multistoried apartment building and the said project shall be known as "THE PRIME" ('**Project**');

- C) 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;
- D) The Kolkata Municipal Corporation ('**KMC**') has granted Building Permit No .- 2014090003 dated 16th April 2014 and Regularization plan dated 4th. April, 2017 under Rule 26 (2A) of Kolkata Municipal Corporation Building Rules, 2009 as amended up to date duly sanctioned by the Kolkata Municipal Corporation and the Plan for further and/or additional sanction is still pending;
- E) The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the Apartment, and the building from KMC (hereafter called '**Building**') and the Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with this Agreement and other laws as applicable;
- F) The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____;
- G) The Allottee had applied for an apartment in the Project vide Application No. _____ Dated _____ and/or vide previous Agreement for Sale dated _____ (hereafter called '**the Earlier Agreement**') and has been allotted and accordingly the Allottee has agreed to purchase :
- a] In the name of the Allottee -
- 1} All That Apartment no. _____ having Carpet Area of _____ Square feet, type _____, on _____ Floor of the Building more particularly described in more fully described in **1st Para of Part-II of Schedule- "A"** (hereafter called the '**Apartment**'), and also
 - 2} All That _____ covered Mechanical / Normal parking no. _____ admeasuring _____ square feet in the _____ floor level of the Building both more particularly described in more fully described in **2nd Para**

of Part-II of Schedule-"A" as permissible under the applicable law (hereafter called '**the Car Park**'), and

b] In the name of the Association described hereafter -

1} All That pro rata share in the Common Areas as defined under clause (m) of section 2 of the Act (hereafter called '**Common Area**'), being

i\ All That the undivided and undemarcated ____ square feet of Common Area in the Building aforesaid which is appurtenant and/or attributable to the Apartment aforesaid more fully described in 1st Para of Part-III of Schedule-"A" hereto (hereafter called '**Pro rata Common Area in Building**'), and also

ii\ All That undivided and undemarcated proportionate share and interest in the Common Areas outside Building and in the Amenities, Facilities, Equipments and installations more fully described in 2nd Para of Part-III of Schedule-"A" hereto (hereafter called '**Pro rata Common Parts in the Project**');

(Both the Pro rata Common Area in the Building and the Pro rata Common Parts in the Project hereafter collectively called '**Appurtenant Common Share**')

H) The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I) The additional disclosures, details and declarations are as mentioned below :

a] The Devotion of Title to the Said Land is as follows :-

1} At all material times in All that the Premises no. 32, Shyama Prasad Mukherjee Road, Kolkata-700 025 measuring an area of 13 Cottahs 4 Chittaks 10 Square Feet as per Deed but in actually containing an area of 13 Cottahs 7 Chittaks more or less morefully described in the First Schedule hereunder written (hereafter called '**Larger Premises**') Sri

Partha Laha and Sri Siddhartha Laha have been the joint owners of undivided 50% share AND Sri Subhamoy Laha, Sri Dipak Kuma Laha and Bibek Coomar Laha have been the joint owners of remaining undivided 50% share i.e. all together (hereafter collectively called '**Previous Owners**') having entire 100% share in the Said Land free from all encumbrances whatsoever however with the M/s Rupbani Theatres Pvt. Ltd. occupying the same as Tenant thereof (hereafter called '**the Occupant**') whose tenancy was terminated by the Previous Owners vide letter 25.2.2009 and subsequent thereto an eviction suit being Title Suit no.2216 of 2009 in court of Ld. 4th Civil Judge (Senior Division) at Alipore, 24 Parganas (South) was filed by the Owners (hereafter called '**the said Suit**');

- 2} By an Indenture of conveyance dated 12th February, 2010 registered in the office of sub- Registrar-I, South 24 Parganas Kolkata in Book No.I, CD Volume no. 2, pages 3498 to 3516 Being no. 00421 for the year 2010 the said Sri Partha Laha , Sri Siddhartha Laha, Sri Subhamoy Laha, Sri Dipak Kuma Laha and Bibek Coomar Laha jointly sold and transferred All that the Larger Premises in its entirety to the Promoter herein free from all encumbrances whatsoever save and except the said Occupant therein;
- 3} The said Suit which was ultimately decreed in favour of the Promoter herein in pursuance whereof the Promoter obtained vacant, khas and peaceful possession the Larger Premises in its entirety from the Occupant and since then the Promoter are in absolute physical possession of the Larger Premises;
- 4} The Promoter herein got its name mutated as the Owner of the Said Land in the records of Kolkata Municipal Corporation;
- 5} By a Deed of Gift dated 21st November,2013 registered with the A.D.S.R. Alipore in Book no. I, CD Volume no. 36, Pages from 3442 to 3452, Being Deed no.-08960 for the year 2013 the Promoter has gifted and transferred All That a strip of vacant Land containing an area of 148.46 square feet at back side of the Larger Premises to the Kolkata Municipal Corporation, and thus the Promoter remained the sole and absolute owner of All That the remaining Land at the Larger Premises being no. 32, Shyama Prasad Mukherjee Road, Kolkata – 700 025 containing (after Gift deed) a Land

Area of 13 Cottahs 0 Chittaks 42 Square Feet [approx.] (herein called '**the Premises**');

- 6} Thereafter the Promoter got the building plan sanctioned from Kolkata Municipal Corporation Ward No. 73, Borough – IX, under Police Station – Bhawanipore, Kolkata, vide Building Permit No. – 2014090003 dated 16th April, 2014 and regularization plan under Rule- 26 (2A) approved dated 04.04.2017 for construction of multistoried building at the Premises (hereinafter referred to as '**the said Plan**') and thereupon the Promoter has started construction of the multistoried residential building at the Premises (hereafter called '**the Building**');
- 7} By virtue of a Deed of Declaration dated March 19, 2013, being Deed no. 1901006470 of 2013 registered before the Registrar of Assurances – I at Kolkata in Book – I, Volume – 5, Being No. 2589, Page – 9 in the year 2013, the Promoter, declared his ownership, right, interest and possession in the First Schedule property;

b] The Promoter and the Allottee hereby warrants and make further disclosure & Declaration to each other as follows :-

- 1} The Promoter has assured and declared that it has unfettered marketable and saleable rights, title and interest over and above the Apartment aforesaid;
- 2} The Apartment aforesaid is not affected by any acquisition or requisition of the Central Government, State Government and/or any Governmental Authorities and the right, title and interest of the Promoter is absolutely free from all encumbrances;
- 3} The Allottee has inspected the plan sanctioned by the authorities concerned in respect of the building being constructed by the Promoter and has agreed not to raise any objection with regard thereto;
- 4} The Promoter has delivered to the Allottee the true Xerox copy of the documents relating to the right, title and interest of the Promoter in respect of the Apartment in the building at the Said Land and also the Xerox copy of the relevant Building Plan and after fully being satisfied about the same the Allottee have agreed to purchase the Apartment

- aforesaid and associated rights on the terms, conditions and consideration mentioned in these presents;
- 5} The Allottee has inspected all specifications, elevations, designs and layout of the said building as also of the "said Unit" has/have duly approved and confirmed the same;
 - 6} The Allottee has satisfied themselves/ves about the layout, common portion, Carpet area, specification and all other ancillary matters of the project of Said Land and has agreed not to dispute the same;
 - 7} The Allottee has verified the location and site of the said Unit allotted to them and has agreed not to dispute the same;
 - 8} Notwithstanding anything contained in these presents, or anywhere else, the Promoter shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and character, change of use of all and any other portion of the Building at the Premises without any hindrance, claim, obstruction and objection from the Allottee of any nature whatsoever and it shall be deemed that the Allottee has his / her /its clear and unequivocal consent to all the above and that the Allottee shall keep the Promoter saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the Allottee;
 - 9} The Allottee for self and in his representative capacity representing all the Allottees of the Project declares that the Project is not and shall never be submitted to provisions of West Bengal Apartment Ownership Act, 1972 i.e. the West Bengal Apartment Ownership Act, 1972 and all rules, regulations and bye-laws there under is shall not be applicable to the Project in any way and under any circumstances whatsoever;
 - 10} **'Association of Allottees'** shall always mean and include a Private Trust initially to be formed by the Promoter and/or any of the nominee of the Promoter solely and exclusively for the benefit of all the Allottees of the Project who paid fully money and payable (under all heads and to all concerned) wherein initially the trustees shall be 2 (two) nominees of the Promoter and after conveyance of more than 51% of the total saleable area of all the Apartments in the Project is completed, the new trustees

(total number of trustees shall be minimum 2 numbers and maximum 5 numbers) shall be appointed by way of election on the basis of simple majority from and amongst the Allottees who have got completed their conveyance or any person from their family, organization, etc. whosoever is physically residing or carrying on business in any of the Apartment in the Project, and in such Association all the Beneficiaries shall have defined and specified share of profits and/or gains (and also losses & expenses) which shall be distributed to each of them every year as per their respective entitlements without payment of any Income Tax from such Trust which shall be taxed as per the total tax income of the respective Beneficiary and such Association shall be treated as Association of Allottees pursuant of the requirement of the Act aforesaid and same be in compliance of Section 11(4)(e) of the Act aforesaid and further that the name of the same shall be "THE PRIME - Association of Allottees" (herein called '**the Association**')

- J) The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project;
- K) 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;
- L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) and the Appurtenant Common Share in the manner as specified in Para G;

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment and others as specified in Para 'G'.
- 1.2 The Total Price for the Apartment, the Car Parking Space (*if any*) and the Appurtenant Common Share is Rs. _____ (Rupees _____ only) (**'Total Price'**) the Break-up whereof is as follows -

Apartment Description	Price	Amount Rs.
Building Name : THE PRIME	Rate of Apartment per square feet (of Carpet Area & Pro rata Common Area in Building)	
Apartment No. :	= Rs. _____/-	
Apartment type :	Price of Apartment including	
Floor :	Exclusive Balcony	
Carpet Area :	(based on Carpet Area)	
Exclusive Balcony :	Price of Exclusive Open Terrace	
Exclusive Open Terrace :	Preferential Location Charges	
Pro rata Common Area In Building :	Price of Appurtenant Common	
(to be conveyed to Association of Allottees)	Share (which is to be conveyed to the Association)	
	TOTAL Price (in Rupees)	

Car Park Description	Price	Amount Rs.
Multilevel Mechanical Covered Car Park No. _____ on the Ground Floor level having a super built up area of _____ sft.	Rate per Car Park = Rs. _____/-	
Covered Car Park No. _____ on the Basement Floor level having a super built up area of	Rate per Car Park = Rs. _____/-	

_____ sft.		
TOTAL Price (in Rupees)		

Explanation:

- i) *The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment & Others;*
- ii) *The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the Allottee and the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;*
Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification.
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- iii) *The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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;*
- iv) *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 putty (paint), marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;*

1.3 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/ rules/ regulations 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.

- 1.4 The Allottee shall make the payment as per the Payment Plan set out in Schedule "C" (**'Payment Plan'**).
- 1.5 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 instalment 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.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/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 minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, 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 than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the 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 agreed 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 and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover 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 putty (paint), marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification 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 along with Parking Space (if any) 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 accept 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 Allottee of the Project.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee which it has collected from the Allottee, for the payment of outgoing/dues (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 outgoing/ dues collected by it from the Allottee or any liability, mortgage loan and

interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;

1.11 The Allottee has paid a sum of Rs._____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan at Schedule "C" as may be demanded by the Promoter within the time and 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 account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of PAROPKAR ESTATES PRIVATE LIMITED payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI Act'**) and the Rules and Regulation made there under or any statutory

amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 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 regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ 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.

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 specification, 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 Building Bye laws of Kolkata Municipal Corporation 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 this Agreement.

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 handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2020 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (**'Force Majeure'**). If, however, the completion of 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate 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 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment- Upon receiving a written intimation from the Promoter as per Para 7.2 above, 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 as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees 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.

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 forty-five 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 the 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 said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i) The Promoter has absolute, clear and marketable title with respect to the Said Land and 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;
- iii) There are no encumbrances upon the Said Land or the Project save that some of the other Apartments and other Car Parking Spaces have been booked and/or agreed to be sold;
- 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/Ploat] 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) 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 matters 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 the Apartment 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 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 above in 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 there under.

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

- i) Stop making further payments to the 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, along with interest 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.

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 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 conditions listed above continues for a period beyond two 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 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee,

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, 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 for providing and maintaining the 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.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee 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 Basement(s) and Service Areas :

The basement and Service Areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 used by the Association of Allottees for rendering maintenance services.

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

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the Association of Allottees. The Allottee shall be responsive 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 it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in 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 said 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 for 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 permissible provisions of the Kolkata Municipal Corporation Building Rules and Bye Laws. The Promoter is showing compliance of various laws / regulations as applicable in 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 this Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Sub-Registrar at Alipore or the Additional District Sub-Registrar at Alipore or the Registrar of Assurance at Calcutta as and when intimated by the Promoter. If the Allottee 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.

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/ Building, 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 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee 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 LIMITATION TO ENFORCE :

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in

not making payments as per the Payment Plan [Annexure C] including waving 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 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. 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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 in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] 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 Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement or any day soon thereafter shall be registered at the office of the District Sub-Registrar at Alipore or the Additional District Sub-Registrar at Alipore or the Registrar of Assurance at Calcutta. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES :

That all the 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 Speed (registered) post / Email at their respective addresses specified below :-

A] _____ : Name of Allottee.

_____ : (Allottee Address)

B] PAROPKAR ESTATES PRIVATE LIMITED : Promoter Name.

24, Ashutosh Mukherjee Road,

Kolkata – 700 020

Email – paropkarestate@gmail.com : (Promoter Address)

It shall be the duty of the Allottee and Promoter to inform each other of any changes 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 ALLOTTEE :

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 Allottee.

31. 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 the rules or the regulations made there under.

32. GOVERNING LAW :

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

33. DISPUTE RESOLUTION :

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

34. OTHER TERMS & CONDITIONS :

A] TITLE AND PLAN :

a} The Allottee confirms to have duly inspected all deeds, documents and papers relating to the Premises and agrees and covenants not to raise any objection in regard therein or make any requisition in connection therewith and the Purchaser has also seen and inspected the said Building Permit No.- Permit No.-2014090003 dated 16th April, 2014 and Regularization Plan dated 4th. April, 2017 under Rule 26 (2A) of Kolkata Municipal Corporation Building Rules, 2009 as amended up to date in respect of the Said Land and also all specifications, elevations, designs and lay-out of the said building and also of the Apartment and the Car Parking Space/s if any (both here collectively called '**said Unit**') and has fully satisfied themself/ves about the validity thereof and agrees and covenants not to raise any objection with regard thereto or with regard to any sanctionable

addition/s, modifications or alteration/s that the Promoter may make therein in future;

- b} The Promoter has already delivered to the Allottee all necessary clearance and permission for construction of the building after the meeting;
- c} If not already allotted, the Allottee shall be allotted the said Car Parking space by the Promoter at the time of registration of the said unit and / or handing over the possession of the same at the sole discretion of the Promoter;
- d} The Allottee has acknowledged that the right of the Allottee shall remain restricted to the Apartment and the land appertaining thereto and right in the Proportionate Common Parts;
- e} The Allottee has satisfied herself /itself /himself /themselves as to the built up area and the super built up area in relation thereto to comprised in the said Unit and also the common parts;
- f} The Allottee agrees, undertakes and assure the Promoter that the Project shall never be submitted to provisions of West Bengal Apartment Ownership Act, 1972 i.e. the West Bengal Apartment Ownership Act, 1972 and all rules, regulations and bye-laws there under is shall not be applicable to the Project in any way and under any circumstances whatsoever;
- g} It is hereby agreed that Association of Allottees shall always be the Private Trust which is initially to be formed by the Promoter and/or any of the nominee of the Promoter solely and exclusively for the benefit of all the Allottees of the Project who paid full money and payable (under all heads and to all concerned) wherein initially the trustees shall be 2 (two) nominees of the Promoter and after conveyance of more than 51% of the total saleable area of all the Apartments in the Project is completed, the new trustees (total number of trustees shall be minimum 2 numbers and maximum 5 numbers) shall be appointed by way of election on the basis of simple majority from and amongst the Allottees who have got completed

their conveyance or any person from their family, organization, etc. whosoever is physically residing or carrying on business in any of the Apartment in the Project, and in such Association all the Beneficiaries shall have defined and specified share of profits and/or gains (and also losses & expenses) which shall be distributed to each of them every year as per their respective entitlements without payment of any Income Tax from such Trust which shall be taxed as per the total tax income of the respective Beneficiary and such Association shall be treated as Association of Allottees pursuant of the requirement of the Act aforesaid and same be in compliance of Section 11(4)(e) of the Act aforesaid and further that the name of the same shall be "THE PRIME - Association of Allottees";

B] POSSESSION :

- a} Before possession is offered the Promoter shall make timely and necessary application(s) to the concerned authorities and/or bodies and shall:
 - i\ Obtain completion certificate from the Architect certifying that the Apartment is fit for occupancy and for taking possession;
 - ii\ Apply for Occupancy Certificate from the Kolkata Municipal Corporation.
 - iii\ Apply for Drainage and Water Connection from the Kolkata Municipal Corporation.
- b} The said Unit shall be deemed to be in tenantable condition as soon as the same is completed internally in accordance with the specifications mentioned in the FIFTH SCHEDULE here under written and the entrance lobby is completed and one lift is made operative and water, drainage, sewerage, electricity (temporary or permanent) connections are provided in or for the said Unit and only thereupon the Promoter shall give notice for possession;
- c} Notwithstanding whether the Purchaser takes actual physical possession or not, the date of possession shall always be expiry of 7

days from the date of notice issued by the Promoter to the Purchaser for delivery of possession and it is expressly agreed by the Purchaser that from the date of possession the Purchaser shall be bound to pay all charges payable for the said Unit including maintenance charges and municipal rates and taxes irrespective of whether the Allottee takes/take possession of the said Unit or not. It is made further clear that from the date of possession no complain of any nature whatsoever or howsoever either with regard to said Unit or with regard to completion of any item shall be entertained by the Promoter and It will be always deemed to have been accepted by the Purchaser i.e. he/she/it/they have taken possession after having been satisfied in all respects and there is no defect either in the Apartment or any portion thereof or any portion of the Said Land or in any service;

C] It shall be obligation of the Allottee to:

- a} Make payment to the Promoter of all amounts due and payable and as and when payable as mentioned in Part II of the THIRD SCHEDULE and in any other date as may be agreed between the parties;
- b} Not to do or cause to be done any act, deed or thing by virtue of which the construction of the said building or the said Unit or any other Units to be constructed on the Said Land are either hampered, obstructed, delayed or stopped;
- c} As from the date of possession the Allottee covenants:
 - i\ To co-operate with the Promoter in the management and maintenance of the proposed Building constructed on the Said Land and formation of Association of Allottees and that the Allottee and other Co-Allottee of the Project shall become members of such Association of Allottees and undertake to pay their share(s) of deposits, subscription and such fees and

- charges as may be levied and decided by the Promoter and subsequently at appropriate time to the Association of Allottees;
- ii\ To observe the Rules and Regulations framed from time to time either by the Promoter or by the Association of Allottees for the common purpose/expenses;
 - iii\ On prior notice to allow the Promoter with or without the workmen to enter into the said Unit for completion, repairs and for the common purpose;
 - iv\ To pay and bear the common expenses in all as more fully described in the Schedule - "F" hereto, electricity and other utility charges and outgoings for the said Unit, wholly and the common areas proportionately;
 - v\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building in the Said Land, proportionately PROVIDED the same relate to the period commencing from the date of possession till the assessment of the said Unit as a separate Unit;
 - vi\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the said Unit wholly;
 - vii\ Not to let out or part with possession of the said Unit before giving prior intimation in writing to the Promoter or the Association of Allottees of the full particulars of the intended occupant, rent and all other charges and benefits receivable by the Allottee in respect of the said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the said Unit (for the purpose of municipal tax) is done in the name of the Allottee;
 - viii\ Not to use the said Unit or permit the same to be used for any illegal or immoral purpose which may in any way violate and civil, criminal or any other law;

- ix\ The exterior of the said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Promoter and/or the Association of Allottees in writing and in accordance with the general scheme as provided by the Architect of the Promoter ;
- x\ Not to use / apply any other colour scheme on the balcony attached or in surroundings of the said Unit save the colour scheme approved or provided therefore by the Architect of the Promoter ;
- xi\ No external wireless or television antenna shall be erected on the outside wall of the Building;
- xii\ Not to divide or sub-divide the said Unit and/or the said Car Parking space/s;
- xiii\ To use the said Car Parking space/(s) only for the purpose of parking of the cars for whom the same has been earmarked as part and parcel of the said Flat / Unit and not to use the same for any other purpose whatsoever;
- xiv\ Not to place or store any material in the common areas or in the common corridors, any goods or things whatsoever nor erect any cupboard etc. over these areas;
- xv\ To observe and confirm/comply to all regulations and restrictions made by the Promoter /Association of Allottees (upon its formation) from time to time for the proper management and maintenance of the building;
- xvi\ Not to bring or permit to remain upon the said Unit any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or any portion of the building thereof;

- xvii\ Not to shift or obstruct any windows or lights which in any change or affect the outer face of the Building and the internal common parts;
- xviii\ Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or the Association of Allottees;
- xix\ Not to throw any rubbish, save to such extent and at such place or places as be permitted and specified by the Promoter or the Association of Allottees;
- xx\ Not to do anything whereby the other unit owners or the co-Allottee or the co-transferees are obstructed in or prevented from enjoying their respective units quietly and exclusively;
- xxi\ Not to claim any right over the space(s) earmarked and/or reserved by the Promoter for open/covered car parking space(s) or for any other usage in the common parts/ portions kept exclusive for common purpose whether specifically depicted in the said plan or, not;
- xxii\ Not to claim any right, title and interest over the space(s) earmarked and/or reserved by the Promoter gifted to the Kolkata Municipal Corporation as enumerated hereinabove;
- xxiii\ To keep the said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required;
- xxiv\ Not to put any articles including name plate and letter box save at the place approved or provided therefore by the Promoter and/or the Association of Allottees;
- xxv\ Not to bring nor store in the said Unit any article or substance of combustible inflammable or dangerous nature and to comply with all recommendations of the maintenance organization/ fire authority as to fire precautions;

xxvi\ Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Unit or any part thereof;

xxvii\ To observe such other covenants as be deemed reasonable;

xxviii\ Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved;

xxix\ Not to make any hole either to the beams or to the pillars or to any structural member nor put any weight/load on the beams and pillars;

xxx\ Not to claim any exclusive right over the roof / terrace and over and in respect of other common / open spaces but shall be at liberty to use and enjoy the same as common parts jointly and in common with other Co-Allottee.

D] The Allottee shall pay punctually and regularly the common expenses from the date of possession on receiving bills from the Promoter / Association of Allottees based on the Carpet area of the said Unit and till such time the Association of Allottees is formed and management of the Common Portions is transferred to the Association of Allottees, the Allottee shall pay maintenance charges to the Promoter and also the service charge of 10% over and above the maintenance charges to the Promoter / Association of Allottees formed by the Promoter as stated herein before;

E] After delivery of possession of the "said Unit" by the Promoter, if the Allottee would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement or if the Allottee would in any way fail to perform or observe any of the terms conditions covenants and stipulations herein contained and on the part of the Allottee to be observed and performed, the Promoter shall be entitled, without prejudice to their other rights, to discontinue the supply of electricity as also supply of water in the "said Unit", without being liable

for any damages. It is made clear that the Allottee herein shall not be entitled to restoration of supply of water and electricity in the "said Unit" till the Allottee has remedied the breach of terms and has also duly paid all outstanding amounts payable by the Allottee Together With interest thereon at the rate of 1.5% per month thereon and further the reconnection charges as may be fixed by the Promoter /Association of Allottees;

- F] At or before the date of possession, the Allottee shall pay the total consideration and also pay the Extras and Deposits, if at all, as mentioned herein to the Promoter and until payment of the said sums are made by the Allottee, the Promoter shall not deliver possession of the said Unit to the Allottee;
- G] The amounts of deposits as mentioned hereinabove shall not carry any interest and shall be utilized for the purpose for which the deposit is taken by the Promoter and that after the formation of the Association of Allottees, the Promoter, shall transfer the amount of maintenance deposit to the Association of Allottees after adjusting all outstanding and that the account to be submitted by the Promoter shall be final conclusive and binding on the Allottee and the Allottee shall not be entitled to challenge and dispute the same;
- H] The Allottee shall pay the common expenses electricity charges for electricity consumed for common areas of the building, municipal taxes, multi storied building tax and all other taxes and all other outgoings applicable as per law relating to the Said Land regularly, punctually and within the time to be specified by the Promoter, and/or the Association of Allottees;
- I] In case the Allottee fails and/or neglects to pay then the Allottee shall be liable to pay interest @ 1.5% per month on the outstanding sum(s) to be calculated from the expiry of the date when it becomes due to the date of

actual payment and at the discretion of the Promoter /Association of Allottees and the Allottee shall not be entitled to use common facilities until and unless all the dues inclusive of interest have been paid;

J] Notwithstanding anything contained in paragraph nos.1 to 33 and subparagraphs there under or anywhere else,

a} The Allottee shall not be entitled to -

i\ Claim any right, title, interest or possession except the Apartment, the Land Share and the Appurtenant Common Share;

ii\ Claim any right in respect of the other Units and spaces at the said building save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Unit and/or for utility pipes, cables and lines to be installed in the said Unit;

iii\ Raise any objection or hindrance either before the municipal authorities or before any Government Authorities or any other authority private or public for obtaining sanction of the building plan(s) and smooth construction of the building and sell, transfer or dispose thereof;

iv\ Create any obstruction or hindrance in any manner whatsoever for exercising the right, title and interest of the Promoter in respect of any portion of the Said Land;

b} The Promoter shall be entitled to change and/or alter and/or modify the said building Plan for construction of the additional area / floors and also change and/or alter and/or modify the layout plan of the Apartment and the building, as per the rules of the Kolkata Municipal Corporation and the Allottee shall have no objection and no claim thereto and/or the Allottee is hereby giving clear and unequivocal permission for the same;

- c} The minor or any other addition or alteration as per paragraph 1.6 above shall be done subject to the payment of charges in respect thereof to the Promoter by the Allottee well in advance;
- d} The Defect Liability as stated under paragraph 12 above, subject to normal wear and tear excepted, and the same can be invoked by the Allottee only the Allottee has paid well in advance the insurance premiums or proportionate part thereof as the case may be for the insurance taken and/or to be taken by the Promoter for covering such Defect Liability in all manner and the Allottee has not done any act, deed or thing due to which the Promoter faces problem/s in getting the insurance claim in respect of the Defect Liability or if the Allottee fails to take proper and appropriate care and maintenance of the said Unit and the Common Areas of the Project and in case of any kind of default by the Allottee in respect of the above the Promoter shall not be obliged to any such claim or request by the Allottee;
- e} The Promoter shall be entitled to take construction loan as against the Said Land and the Building thereat or any part thereof and deliver original title deeds to the institution concerned without the prior consent of the Allottee but shall be obliged to get the Apartment released from the same before execution and registration of Deed of Conveyance;
- f} The Allottee of other Apartment/s, Car Parking and other spaces on the Said Land and the Building thereat shall be entitled to take loan for their purchase for which the Promoter is and shall be at liberty to execute all such documents as may be necessary;
- g} The provisions in respect of Construction of the Project / Apartment, and the provisions in respect the Additional Construction or anything of similar nature as contained in these presents or elsewhere does not and shall not restrict the Promoter

in any manner from making additional constructions on the roof of the building with prior or post sanction and/or regularisation or otherwise and further that the Allottee is hereby giving its clearance, consent and permission in advance for the same provided however the Allottee is and shall not be made in way liable or responsible for payment any charges, penalty or outgoings in respect thereof;

- h} In addition to the Total Price of the said Unit, the Allottee shall bear and pay the following as and by way of Extra and/or additional charges –

Sl.	Description & Rates	Amount Rs.
i\	GST, Cess & Other Similar Taxes	
ii\	Maintenance Charges	
iii\	Expenses in connection with formation of Association of Allottees.	20000/-
iv\	Charges for procurement and installation of transformer and related expenses and for procuring CESC meters (the deposits to be paid directly) & H.T./L.T. Lines plus all the applicable taxes thereto	
v\	Capital Charges for generator (including all allied expenses) – for power upon ___ KVA of back up power @ Rs.25,000/- per KVA.	
vi\	The fees and/or legal charges of the Advocates for preparation of this agreement and the sale deed to be executed in pursuance hereto being ¼ % of the total Price plus the applicable GST.	
TOTAL		

- i} In addition to the Total Price of the said Unit and the Additional Charges stated above, the Allottee shall bear and pay the following amounts on such heads as mentioned below respectively as and by way of interest free Security Deposit, which shall be transferred to

the Association of Allottees upon its formation or taking over Maintenance subject to adjustment of any realised amount on any head due on account of the said Unit at relevant point of time –

Sl.	Description & Rates	Amount Rs.
i\	Rs.____ per square feet towards Deposit for Generator Charges.	
ii\	Rs.3.50p. per square feet of Carpet area for 12 months towards maintenance deposit	
iii\	Rs.50/- per square feet towards creation of a sinking fund for maintenance of the building	
iv\	Rs. 10/- per square feet of super built up area of the Apartment for 12 months as deposit towards Municipal Taxes and/or Statutory Rates and Taxes	
v\	Miscellaneous	
vi\	Others	
	TOTAL	

- j} In addition to all the above the Allottee shall also bear and pay the Security Deposit and all costs and expenses in respect thereof for individual meters from CESC at actuals payable at the time of application for meters in the name(s) of the Allottee with CESC Ltd. And shall also reimbursement of deposit for obtaining common electric meters in proportion to Carpet area of the Apartment;
- k} Cost as mutually agreed upon for any extra work and/or superior finish may be done in the said unit at the request of the Allottee but according to the sole discretion of the Promoter, Party of the First Part;
- l} Cost of stamp duty, registration charges and miscellaneous expenses for preparation and registration of documents for

- effecting sale of the said Unit in pursuance hereof shall also be borne by the Allottee;
- m} Proportionate cost for any new/additional facility/specification over and above those mentioned in the Schedule-"D" and Schedule-"E" hereto shall be borne and paid by the Allottee;
- n} All rates, taxes and other Outgoings in respect of the Apartment, the Car Park and Appurtenant Common Share (**'Composite Unit'**) up to the date of execution and registration of conveyance or letter by the promoter for taking delivery of possession by the Allottee or their nominee/s whichever is earlier till such date shall be borne and paid by the Promoter and the same thereafter shall be borne and paid by the Allottee.
- o} All agreements, deeds, documents, papers and writing in respect of the Project shall be done by the Advocate of the Project and the Fees of the Advocate shall be borne and paid by the Allottee;
- p} The parties hereto jointly as well as severally appoint **Ayin Co.,** Advocates + Attorney (IPR) having its office at 7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001, Email – ayin.co.law@gmail.com by Mr.Naresh Balodia, Advocate residing at 9, Desh Pran Shasmal Road, Kolkata-700 033, Mobile-87776 43079 as Advocates for the Project, who shall look after all the legal affairs of the Project and all Common Matters of the Project whose fees shall be paid by the Allottee/s of the Project;
- q} In continuation to paragraph 33 above, all the disputes and differences between the parties hereto in any way connected to the Project and/or the Apartment and/or arising out this Agreement or any other Agreement or Arrangement and in respect of Maintenance and/or Management and Common Matters of the Project (including after its completion) shall be referred to the sole Arbitration of the aforesaid Advocate for the Project whose Final

Award as well Interim Award and Orders shall be final conclusive and binding on the parties hereto and the same shall be executable as court decree directly;

- r} Notwithstanding anything contained in these presents, or anywhere else, the Promoter shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and character, change of use of all and any other portion of the Building at the Premises without any hindrance, claim, obstruction and objection from the Allottee of any nature whatsoever and it shall be deemed that the Allottee has his / her /its clear and unequivocal consent to all the above and that the Allottee shall keep the Promoter saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the Allottee;

K] DEFAULTS :

- a} In the event the Allottee fails to make timely payment and/or neglects to perform any of the covenants mentioned in this agreement, this agreement shall stand cancelled and/or rescinded at the option of the Promoter, and the Promoter shall refund the amount without interest paid by the Allottee after deducting ½% of the total consideration as cancellation charges from the Allottee within 90 days from the date of termination/cancellation of the agreement and thereafter the Promoter shall have the right to deal with and/or dispose of the said Unit in any manner whatsoever WITHOUT ANY OBSTRUCTION from the Allottee; However, if such delay in making payment is condoned by the Promoter in writing then and in such event the Allottee shall pay interest @ 12% per annum to be compounded monthly on the amount due, from the date it becomes due, till the date of actual payment both days inclusive. However, it is made absolutely clear that right of condonation for delay is exclusively vested with the Promoter ;

- b} In case the Promoter , in spite of the Allottee making full payment along with interest, if any, becoming due, fails to give possession of the said Unit duly completed within the date specified hereinbefore or the further date mutually agreed upon by and between the Promoter and the Allottee is unable for reasons beyond its control to give possession of the said Unit within the date specified or by the further date agreed to by and between the Promoter and the Allottee and a period of six months thereafter or a further period of three months, if reasons still exist, has elapsed, the Promoter shall on demand by the Allottee refund the amount without interest;
- c} Without prejudice to the provisions contained above, in the event the Promoter fail and/or neglect to perform any of the Promoter's covenant, this agreement shall at the option of the Allottee stand cancelled and/or rescinded, upon which the Promoter shall refund to the Allottee all payments received till date with interest calculated @ 12% per annum from the date of payments to the date of refund. If the Allottee opts not to cancel this Agreement, then no interest shall be payable;
- L] Notwithstanding anything to the contrary herein contained, the said building shall at all times be known as "THE PRIME "and the said name shall not under any circumstances be changed or altered or modified; The Association/Maintenance Company as may be formed as hereinbefore stated, shall also maintain the said name " THE PRIME ";
- M] The open and covered areas in the Said Land and the Building there at (including all car parking spaces) save and except the said Unit will be the exclusive property of the Promoter with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof;
- N] Before the execution and registration of the conveyance deed for the said Unit, the Allottee with the approval from the Promoter will be at liberty to nominate, assign and/or transfer his/her/their/its rights, title, interest and

obligations under this agreement to any person on such terms and conditions as the Purchaser shall deem fit SUBJECT TO the covenant by the nominee that the nominee will obey the terms of this agreement executed by and between the Promoter and the Allottee AND ALSO SUBJECT TO the following conditions :

- a} The Purchaser makes payment of all dues of the Promoter in terms of this agreement up to the time of nomination;
 - b} The Allottee obtains permission of the Promoter and the Promoter joins the Nomination agreement as a Confirming Party;
 - c} The Allottee pays a fixed nomination fees to the Promoter amounting to Rs.200/- (Rupees Two Hundred Only). Per Sq. Ft.Super Built for the first nomination charges and Rs.300/- (Rupees Three Hundred Only). Per Sq. Ft. Super Built for the Second nomination charges;
 - d} Any Addition or Alteration carried by Allottee in the Apartment shall be regularized under KMC rule 25 at the charge of Rs. 30/- per sq.ft. Super built of the Apartment to be paid by the Allottee.
- O] Total Consideration, extras and deposits shall be made by the Allottee to the Promoter on super built up area of the said Unit;
- P] All documents of every nature whatsoever or howsoever relating to and touching with the said Unit and/or the portion of Said Land shall be drafted and finalized by the advocate of the Promoter ;
- Q] In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on both the parties;
- R] Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by the mineral complex composition, cracks, inherent impurities are likely to occur. While the Promoter shall take all and every

care to ensure construction and completion of the said unit as per specifications mentioned herein, the Promoter, shall not be held responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials;

S] Sand, Bricks, water, etc. used for construction work are natural materials containing various inherent impurities in its mineral composition. Any defects by these minerals resulting in salt peter action, hairline cracks or shrinkage cracks (due to thermal expansion and contraction) on the plastered surface resulting into its deterioration but the Promoter shall repair the same if the same is pointed out by the Allottee at the appropriate stage of construction by the Allottee and such stage crosses then the Promoter, shall not be liable for making any change or improvements;

T] REQUISITIONS AND ACQUISITIONS :

a} If at any time the "said Unit" is acquired or is affected by the Acquisition proceedings by the Government or any other statutory authority under any law relating to acquisition of properties or otherwise then and in such event, out of the compensation money received or receivable the balance amount of the agreed consideration money and the amounts of Extras and Deposits mentioned above and all other amounts and dues payable by the Allottee on account of the "said Unit" as per this Agreement, shall be paid first to the Promoter herein;

b} In case the "said Unit" is requisitioned or otherwise affected by any requisition proceedings, this Agreement shall remain unaffected and the Allottee shall be liable and responsible to pay all amounts as per this Agreement and also for due observance and performance of the terms as herein mentioned and after making all payment the Allottee shall be entitled to the rents, compensations and all other benefits receivable in respect of such requisitions, Provided however that until

payment of all amounts and dues payable by the Allottee as per this Agreement has been paid to the Promoter , the Allottee shall not be entitled to any right or interest in the "said Unit" nor to receive any rent or compensation or other benefits from such requisitioning Authorities;

U] WAIVER :

The failure with or without intent of any party hereto to insist upon the performance by the other of any terms and/or provisions of this agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereof nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of this agreement;

V] JURISDICTION :

Only the courts having territorial jurisdiction in respect of the Said Land shall have the jurisdiction in all matters relating to and/or emanating out of this agreement.

W] OVERRIDING :

Notwithstanding anything contained in these presents or elsewhere the Earlier Agreement aforesaid all earlier letters, correspondence, forms, applications, emails, and communication of each and every nature between the Promoter and the Allottee (hereafter collectively called '**previous contract/s**') are hereby amended and replaced by this Agreement and henceforth the previous contract/s aforesaid shall have not effect, or virtue.

35. THE SCHEDULES :

The following Schedules are annexed to this Agreement for Sale all of which shall be treated as a part of this Agreement and has been agreed to between the Parties.

- A] Schedule - **"A"** : Description of Said Land along with Boundaries in all Four Directions (in Part-I), and Description of the Apartment and Tile Covered Parking (*if applicable*) (both in Part-II), and Common Areas (in Part-III);
- B] Schedule - **"B"** : Floor Plan Of The Apartment;
- C] Schedule - **"C"** : Payment Plan;
- D] Schedule - **"D"** : Specifications, Amenities, Facilities (which are part of **the apartment**);
- E] Schedule - **"E"** : Specifications, Amenities, Facilities (which are part of **the Project**);
- F] Schedule - **"F"** : Common Expenses;

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee : (*including Joint Buyers*)

1) Signature

--

Name
Address

*Please affix
photographs
and sign
across the
photograph*

2) Signature
Name
Address

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED :
Promoter :

1) Signature
Name
Address

*Please affix
photographs
and sign
across the
photograph*

At Kolkata on _____

WITNESSES :

1] Signature
Name
Address

2] Signature

Name

Address

Drafted as per instructions of the parties :-

By = **Ayin Co.**, Advocates + Attorney (IPR)

An ISO 9001:2015 Certified Organization ★★★★★

7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001.

Email : ayin.co.law@gmail.com

Registered with Ministry of MSME, Govt. of India

✓ **NARESH BALODIA**, Advocate - High Court, Calcutta & Supreme Court, Delhi.

Res. = 9, Desh Pran Shasmal Road, Kolkata-700 033

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Schedule – “A”

Part - I ('*Said Land*')

ALL THAT messuage, tenement, hereditaments, boundary walls, building and structure together with the piece or parcel of land containing an area of **13 Cottahs 0 Chittaks 42 Square Feet** (=887.216 Square Metres) more or less situate lying at and being Municipal Premises No. 32, Shyama Prasad Mukherjee Road, Ward No.73, Police Station - Bhawanipore Kolkata-700 025, within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows : -

ON THE NORTH : By premises no. 30, S.P. Mukherjee Road.
 ON THE SOUTH : By premises no. 34A, S.P. Mukherjee Road.
 ON THE EAST : By Municipal Road known as S.P. Mukherjee Road.
 ON THE WEST : By a municipal ditch.

OR HOWSOEVER OTHERWISE the said Land aforesaid known, numbered, described and distinguished.

Part - II ('*Apartment*' & '*Car Park*')

1st Para ('*Apartment*')

ALL THAT the Residential **Flat No.** _____ comprising of _____ **square feet** of **Carpet Area** (approx.) on the _____ **Floor** of the building known as “THE PRIME” and delineated in the plan annexed hereto and marked as **Annexure-A** duly bordered thereon in ‘RED’ in the building at the Said Premises more fully described in the FIRST SCHEDULE above written;

OR HOWSOEVER OTHERWISE the Apartment aforesaid known, numbered, described and distinguished;

2nd Para
(*Car Park*)

ALL THAT _____ Covered Mechanical / Normal Car Parking Space being no. _____ in the _____ Floor Level of the Building "THE PRIME" at the said Premises to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier.

Part - III
(*'Appurtenant Common Share'*)

1st Para
(Pro rata Common Area in the Building)

All That the undivided and undemarcated _____ square feet of Common Area (as mentioned just below this paragraph) of the Building at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- 1) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings, the common portions in the basement, the common portions of the ultimate terrace/s, and common storage spaces;
- 2) The Premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- 3) All community facilities area as provided in the real estate project;

AND ALSO

2nd Para
(Pro rata Common Parts in the Project)

All That the proportionate undivided and un-demarcated share in following Common Area, Common Amenities, Common Facilities,

Common Installations and Common Equipments (as mentioned just below this paragraph) in the Project at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- i) The entirety of the Said Land where the project is developed;
- ii) The parks (if any), play areas (if any), open parking areas (if any);
- iii) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- iv) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v) All community facilities as provided in the real estate project;

All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

Schedule – “B”
(Floor Plan Of The Apartment)

Ayin Co.

Schedule – “C”
(‘Payment Plan’)

<u>Sl.</u>	<u>% of Total Consideration</u>	<u>Amount Payable (Rs...P.)</u>	<u>Discount @ 6%</u>	<u>GST @ 12%</u>	<u>Net Amount</u>	<u>Stage for Payment Due</u>
1)	10%					As advance payment or application fee or booking.
2)	10%					On the execution of Agreement.
3)	15%					On completion of the Plinth of the building.
4)	30%					On completion of the slabs including 5 th floor slab of the building.
5)	10%					On completion of the walls, internal plaster.
6)	10%					On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
7)	5%					On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building.
8)	5%					On completion of the floorings, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building.
9)	5%					Against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.
100%						TOTAL

Schedule – “D”

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

INTERNAL FINISH:

Cement Putty on all internal surfaces except where there is tile or stone cladding.

WINDOWS:

All windows would have Sliding / Casement Aluminium / UPVC Windows as per the design and specification of the Architect.

DOORS:

- A. Main Door: Flush door polished/ Laminated
- B. Internal Doors: Flush door primered with accessories
- C. Balcony Door: Sliding/Openable door (Aluminium/UPVC)
- D. Toilet Door: PVC Door of good finish

FLOORING:

- A) **Living / Dining room:** Italian Marble in the living and dining room as per selection of the Architect;
- B) **Master Bed Room:** Laminated wooden flooring as per selection of the Architect;
- C) **Bed Rooms:** Good Quality Vitrified Tiles in the bed room as per selection of the Architect
- D) **Kitchen:**
 - a] Good Quality Vitrified Tiles.
 - b] Counter top with Black / Red granite.
 - c] Stainless steel sink
 - d] Glazed ceramic tiles up to 2 ft. above the counter.
- E) **Toilet:** Anti-skid Ceramic tiles flooring. Glazed tiles dado up to 7 ft. height.

AIR CONDITIONING :

Individual Split Unit A/Cs. In all Bedrooms and Living /Dining areas as per standard tonnage.

SANITARY :

- A) WC with showers and Wash Basin
- B) Chromium plated fittings
- C) Provision for Hot & Cold lines in Toilets.

(NB.-all above of Jaguar or similar make)

ELECTRICALS :

Concealed Copper wiring would be provided in the said Flats as well as the circulation areas with adequate number of plug points and plastic moulded switches of standard make as per scheme of consultant

Schedule – “E”

Specifications, Amenities, Facilities (which are part of **the Project**)

STRUCTURE:

R.C.C. framed structure as per design and specification of the Architect.

WALLS:

Brick / RCC walls, both internal and external as per design and specification of the Architect.

WATER AND PLUMBING:

- a. Overhead water tank, water pipes, sewerage pipes of the building Pump and overhead reservoir as per design and specification of the Architect (save those inside any Unit).
- b. Drains, sewerage pits and pipes within the building (save those inside any Unit).

ELECTRICAL & MISCELLANEOUS INSTALLATIONS:

- a. Electrical installations including wiring and accessories (save those inside any Unit) for receiving electricity from Electricity Supply Agency or Generator(s)/Stand by Power Source to all the said Flats in the building and Common Areas within the said premises.
- b. Lift and lift machinery of the building.
- c. Firefighting and accessories in the building as directed by the Director of West Bengal Fire Services.

COMMON :

- A) Flooring: White cement Terrazzo or Stone or Tiles in staircases and lobbies, ground floor lobby would be of Stone or Tiles finish as per the design and specification of the Architect.

- B) Staircase: The staircase railings would be of MS with wooden or PVC handrails as per the design and specifications of the Architect.
- C) Lift: 2 Nos. 8 passenger lift of reputed make
- D) Generator: Adequate capacity generator to provide power back – up for the operation of common lights, pumps and lift.
- E) Façade/External Painting: Cladding/High quality acrylic/texture paint as per design and specification of the Architect.
- F) Lighting Provision: Adequate area lighting provisions in the common areas.
- G) Land scaping: As per Design & Scheme of the Architect.
- H) Driveway and open parking space: Driveways and open parking spaces to be paved with chequered tiles or hard stone or crazy mosaic or paver blocks as per the design and specifications of the Architect.
- I) Covered Car Parking Space: Covered car parking space to be with crazy mosaic / cement tiles in the ground floor as per the design and specifications of the Architect.

Schedule – “F”
(Common Expenses)

1. MAINTENANCE:

All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior walls (but not inside any unit) and in particular the roof to the extent of leakage from the upper floors.

2. OPERATIONAL:

All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment's and installations comprised in the common areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.

3. STAFF:

The salaries and all other expenses of the staff to be employed for the common purposes viz. accountant, manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits. Till such time the Maintenance Organization is formed the Vendor shall do the maintenance and the Vendor shall be at the liberty to charge salaries / other outgoings of the staff assigned for the maintenance job and the Purchaser shall not have any objection to the same.

4. TAXES & LEVIES:

Municipal rates, taxes and levies and all other outgoings for the common areas or for the said premises or for the buildings save the taxes determined and payable by the Unit owners for their respective units upon separate assessment.

5. ASSOCIATION OF ALLOTTEES:

Establishment and all other expenses of the Association Of Allottees or any agency looking after the common areas.

6. INSURANCE:

Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured).

7. RESERVES:

Creation of funds for replacement, renovation and/or other periodic expenses.

8. FACILITIES:

All costs and expenses incurred for the installation, maintenance, up keep and running of the facilities as more fully described in Part I and Part II of the FOURTH SCHEDULE.

9. OTHERS:

All other expenses and/or outgoings as may be determined by the Vendor / Association Of Allottees for the common purposes.

FORM FOR PHOTOGRAPHS & FINGER PRINTS

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
		_____	_____	_____	_____	_____
	Name : _____ (for Vendor - as Director)	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
		_____	_____	_____	_____	_____
	Name : _____ (for Purchaser - self)	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
		_____	_____	_____	_____	_____
	Name :	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				
		_____	_____	_____	_____	_____