

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of 20.....

BY AND BETWEEN

SOUMITA PROJECTS PVT. LTD.


Director

1. **MUKTINATH ROYCHOWDHURY**, holding PAN **AIMPR8169F**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas.

2. **DILIP KUMAR ROYCHOWDHURY**, holding PAN **ADKPR2773C**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas.

3. **PRADIP KUMAR ROYCHOWDHURY**, holding PAN **AQMPR6796G**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas.

4. **MALAY ROYCHOWDHURY**, holding PAN **DEQPR7189C**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas.

5. **KISHORE ROYCHOWDHURY**, holding PAN **BFUPR3890D**, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas.

6. **SHIKHA BARMAN ROY**, holding PAN **BJSPB9433Q**, wife of Late Ajoy Barman Roy, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas

7. **SHOVAN BHATTACHARJEE**, holding PAN, son of Late Shyamal Bhattacharya, by faith- *Hindu*, by occupation - *Business*, by Nationality- *Indian*, residing at Reckjoani, P.O + P.S- Rajarhat, Kolkata- 700135, North 24 Parganas.

8. **NETAI CHANDRA DAS**, holding PAN, son of Late Panchu Gopal Das by faith- *Hindu*, by occupation - *Business*, by Nationality- *Indian*, residing at Naipukur, P.O + P.S- Rajarhat, Kolkata- 700135, North 24 Parganas.

All are duly represented by their constituted attorney **M/S. SOUMITA PROJECTS PRIVATE LIMITED**, (CIN **U45400WB2007PTC115784**) (holding PAN **AAKCS8265Q**) a company incorporated under the provisions of the Companies Act, 1956 and governed by the rules and provisions of the Companies Act, 2013, and having its registered office at Unit No. 3A, P-35,

Motijheel Avenue, Dum Dum, Post Office- Motijheel, Police Station- Dum Dum, Kolkata- 700 074 and its communication office at DN-51, Suite no- 610, 6th floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091, and represented by its Director **AMITABH ROY** (holding PAN **ACGPR3774E**), son of Mr. Sunil Kumar Roy vide Development Power of Attorneys (i) dated 28.08.2012 recorded in Book- I, CD Volume number- 15, Pages from 14690 to 14704, being No. 11153 for the Year 2012 in the office of the Additional District Sub-Registrar (A.D.S.R.), Bidhan Nagar between Owner Nos.1 to 6 herein and Soumita Projects Private Limited and (ii) dated 26.11.2013 recorded in Book- I, CD Volume number- 19, Pages from 7687 to 7703, being No. 13251 for the Year 2013 in the office of the Additional District Sub-Registrar (A.D.S.R.), Rajarhat between Owner Nos. 7 to 8 herein and Soumita Projects Private Limited;

Hereinafter referred to as the “**OWNERS/VENDORS**” of the FIRST PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees);

AND

M/S. SOUMITA PROJECTS PRIVATE LIMITED, (CIN **U45400WB2007PTC115784**) (holding PAN **AAKCS8265Q**) a company incorporated under the provisions of the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, and having its registered office at Unit No. 3A, P-35, Motijheel Avenue, Dum Dum, Post Office- Motijheel, Police Station- Dum Dum, Kolkata- 700 074 and its communication office at DN-51, Suite no- 610, 6th floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091, duly represented by its Authorized Signatory Debarati Sen Gupta (holding PAN **FIGPS5685N**) authorized *vide* board resolution dated 03.01.2019.

Hereinafter referred to as the “**Promoter**” of the SECOND PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees);

AND

Mr./Ms., (holding PAN), (Aadhar No.), Son/Daughter/wife of, aged about, residing at

Hereinafter called the “**Allottee**” of the THIRD PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017;
- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.
- e) “**Agreement for Sale**” means an agreement entered into between the promoter and the allottee;
 Any application letter, allotment letter or any other document signed by allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or rules or the regulations made thereunder;
- f) “**Allottee**” in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- g) “**Apartment**” whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- h) “**Architect**” means a person registered as an architect under the provisions of the Architect Act, 1972;
- i) “**Building**” includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for (the purpose of any business, occupation, profession or trade, or for any other related purposes;

j) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way and manoeuvring space for loading and unloading as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority;

k) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation- For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

l) **“Commencement Notice”** means the commencement notice or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;

m) **“Common Area”** mean-

(i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, entire land for that buildings;

(ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the buildings;

(iii) The common basements, terraces, parks, play areas, open parking area and common storage spaces;

(iv) 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;

(v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) All community and commercial facilities as provided in the real estate project;

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

n) **“Company”** means a company incorporated and registered under the Companies Act, 2013 and includes,-

(i) A corporation established by or under any Central Act or State Act;

(ii) A development authority or any public authority established by the Government in this behalf under any law for the time being in force;

o) **“Competent Authority”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

p) **“Completion Certificate”** means the completion certificate, or such other certificates, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanction plan, layout plan and specifications, as approved by the competent authority under the local laws;

q) **“Day”** means the working day, in the State notified by the State Government from time to time;

r) **“Development”** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development;

s) **“Development Works”** means the external development works and internal development works on immovable property;

t) **“Engineer”** means a person who possesses a bachelor’s degree or equivalent or Diploma from an institution recognized by the All India Council of Technical Education or any University or any Institution recognized under a law or is registered as an Engineer under any law for the time being in force;

u) **“Local Authority”** means the Municipal Corporation or Municipality or Panchayat or Industrial Township Authority or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

v) **“Occupancy Certificate”** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;

w) **“Promoter”** means, -

(i) A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into

apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) A person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) Any development authority or any other public body in respect of allottees of-

(A) Buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(B) Plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) An apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or building for its Members or in respect of the allottees of such apartments or buildings; or

(v) Any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) Such other person who constructs any building or apartment for sale to the general public.

Explanation - For the purpose of this cause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sales apartments or plots are different persons, both of them shall b deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

x) **“Sanction Plan”** means the site plan, building plan, building permit, service plan, parking and circulation plan landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;

WHEREAS:

A. (1) MUKTINATH ROYCHOWDHURY, holding PAN AIMPR8169F, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas. (2) DILIP KUMAR ROYCHOWDHURY, holding PAN ADKPR2773C, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas. (3) PRADIP KUMAR ROYCHOWDHURY, holding PAN AQMPR6796G, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station

- Rajarhat, District - North 24 Parganas. (4) MALAY ROYCHOWDHURY, holding PAN DEQPR7189C, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas. (5) KISHORE ROYCHOWDHURY, holding PAN BFUPR3890D, son of Late Kalipado Roychowdhury, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas. (6) SHIKHA BARMAN ROY, holding PAN BJSPB9433Q, wife of Late Ajoy Barman Roy, residing at Village - Reckjoani, Post Office and Police Station - Rajarhat, District - North 24 Parganas (7) SHO VAN BHATTACHARJEE, holding PAN, son of Late Shyamal Bhattacharya, by faith- *Hindu*, by occupation - *Business*, by Nationality- *Indian*, residing at Recjuani, P.O + P.S- Rajarhat, Kolkata- 700135, North 24 Parganas and (8) NETAI CHANDRA DAS, holding PAN, son of Late Panchu Gopal Das by faith- *Hindu*, by occupation - *Business*, by Nationality- *Indian*, residing at Naipukur, P.O + P.S- Rajarhat, Kolkata- 700135, North 24 Parganas. (are herein after called the “**OWNERS**”) are the absolute and lawful owners of the land measuring about an area a little more or less 104 decimal equivalent to 62 Kattahs 12 Chittaks 24 Sq.Ft. more or less (The land area found as per physical measurement is 104 Decimal equivalent to 62 Kattahs 12 Chittaks 24 Sq.Ft. more or less equivalent to 4199.554 Sq.M. more or less) comprised in R.S./L.R. Dag No. 1268, recorded in L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641, 5642, 2629 and 5164, Mouza Reckjoani, J.L.No.13, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur I No. Gram Panchayat, A.D.S.R Rajarhat New Town, District-North 24 Parganas, PIN - 700135 (“**Said Land**”).

TITLE

Block- A to E

WHEREAS one KALIPADA ROY CHOWDHURY son of Late Nakur Roy Chowdhury was seized and possessed or otherwise well and sufficiently entitled as absolute owner of **ALL THAT** piece and parcel of land measuring 0.96 Acres more or less, lying and situated at Mouza- Reckjoani, J.L. no- 13, R.S Dag No- 1268 corresponding to L.R. Dag no- 1268 under L.R. Khatian- 5174, Police Station- Rajarhat, within District 24 Parganas (North).

AND WHEREAS the said KALIPADA ROY CHOWDHURY son of Late Nakur Roy Chowdhury died intestate on 30/05/1990 leaving behind his sole wife namely PRATIMA ROY CHOWDHURY and 06(six) sons namely 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 01(one) daughter namely 1) SHIKHA BARMAN ROY wife of Ajoy Barman Roy as his legal heirs and successors.

AND WHEREAS the said PRATIMA ROY CHOWDHURY wife of Late Kalipada Roy Chowdhury died intestate on 29/05/2008 leaving behind her 06(six) sons namely 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 01(one) daughter namely 1) SHIKHA BARMAN ROY wife of Ajoy Barman Roy as her legal heirs and successors.

AND WHEREAS the said 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 7) SHIKHA BARMAN ROY wife of Ajoy Barman Roy, was seized and possessed or otherwise well and sufficiently entitled as absolute undivided owners in equal share of **ALL THAT** piece and parcel of land measuring 0.96 Acres more or less, lying and situated at Mouza- Reckjoani, J.L. no- 13, R.S Dag No- 780 corresponding to L.R. Dag no- 1268, Police Station- Rajarhat, within District 24 Parganas (North).

AND WHEREAS the said 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 7) SHIKHA BARMAN ROY, had been enjoying the right, title, interest and possession in respect of the aforesaid land measuring more or less 0.96 Acres comprising in L.R. Dag- 1268 in Mouza- Reckjoani, mutated their names before the BL&LRO, Rajarhat vide L.R. Khatian- 5636, 5637, 5638, 5639, 5640, 5642 and they has been paying their khazna regularly.

AND WHEREAS while the said 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 7) SHIKHA BARMAN ROY, had been enjoying the right, title, interest and possession in respect of the aforesaid land measuring more or less 0.96 Acres comprising in L.R. Dag- 1268 in Mouza- Reckjoani, mutated their name before the authority of Rajarhat Bishnupur- 1 Gram Panchayat and they has been paying their taxes regularly.

Block- F

WHEREAS one SHIKHA PAL wife of Shri Susanta Chandra Pal was seized and possessed or otherwise well and sufficiently entitled as absolute owner of **ALL THAT** piece and parcel of land measuring 04 decimal i.e. 02 kattahs 05 chittaks 24 square feet more or less, lying and situated at

Mouza- Reckjoani, J.L. no- 13, R.S Dag No- 1268 corresponding to L.R. Dag no- 1268, Police Station- Rajarhat, within District 24 Parganas (North) by virtue of Purchase from one Bharti Sangha Recreation Club which was registered in the office of the A.D.S.R- Bidhannagar (Salt Lake City) and duly recorded in Book no- I, Volume no- 45, Page no- 199 to 208, Deed no- 2200, for the Year- 1987.

WHEREAS one SWAPAN CHOUDHURY son of Shri Prafulla Krishna Choudhury was seized and possessed or otherwise well and sufficiently entitled as absolute owner of **ALL THAT** piece and parcel of land measuring 04 decimal i.e. 02 kattahs 05 chittaks 24 square feet more or less, lying and situated at Mouza- Reckjoani, J.L. no- 13, R.S Dag No- 1268 corresponding to L.R. Dag no- 1268, Police Station- Rajarhat, within District 24 Parganas (North) by virtue of Purchase from one Bharti Sangha Recreation Club which was registered in the office of the A.D.S.R- Bidhannagar (Salt Lake City) and duly recorded in Book no- I, Volume no- 45, Page no- 209 to 218, Deed no- 2201, for the Year- 1987.

AND WHEREAS the said SHIKHA PAL wife of Shri Susanta Chandra Pal and SWAPAN CHOUDHURY son of Shri Prafulla Krishna Choudhury was seized and possessed or otherwise well and sufficiently entitled as absolute owner of **ALL THAT** piece and parcel of land measuring 8 decimal i.e. 04 Kattahs 11 Chittaks 03 Square feet, and duly mutated their names before the B.L&L.R.O authority vide L.R. Khatian no- 2629 and 5164.

AND WHEREAS the said 1) SHIKHA PAL wife of Shri Susanta Chandra Pal and 2) SWAPAN CHOUDHURY son of Shri Prafulla Krishna Choudhury was absolutely seized and possessed in respect of the aforesaid 8 decimal i.e. 04 Kattahs 11 Chittaks 03 Square feet, property conveyed, sold and transferred their entire property to 1) SHOYON BHATTACHARYA son of Late Shyamal Bhattacharya 2) NETAI CHANDRA DAS son of Late Panchu Gopal Das on 13/12/2011 which was registered in the office of the A.D.S.R- Bidhannagar (Salt Lake City) and duly recorded in Book no- I, Volume no- 22, Pages from- 15162 to 15184, Deed no- 13989, for the Year- 2011.

AND WHEREAS the said 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY, 7) SHIKHA BARMAN ROY, 8) SHOYON BHATTACHARYA and 9) NETAI CHANDRA DAS duly recorded their names before the BL&LRO, Rajarhat in respect of Mouza- Reckjoani, J.L.no- 13, R.S Dag No- 1268 corresponding to L.R. Dag no- 1268, under L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641, 5642, 2629 and 5164, Mouza Reckjoani,

J.L.No.13, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur I No. Gram Panchayat, A.D.S.R Rajarhat New Town, District-North 24 Parganas.

The Owners and the Promoter have entered into 2 (two) nos. of registered Development Agreements (i) 1) BISWANATH ROY CHOWDHURY, 2) MUKTINATH ROY CHOWDHURY, 3) DILIP ROY CHOWDHURY, 4) PRADIP ROY CHOWDHURY, 5) MALAY ROY CHOWDHURY, 6) KISHOR ROY CHOWDHURY and 7) SHIKHA BARMAN ROY entered into a registered Development Agreement dated 28.08.2012 recorded in Book- I, CD Volume number- 15, Pages from 14654 to 14689, being No. 11152 for the Year 2012 in the office of the Additional District Sub-Registrar (A.D.S.R.), Bidhan Nagar land measuring 96 decimal and (ii) SHOVON BHATTACHARYA and NETAI CHANDRA DAS entered into a registered Development Agreement dated 03.08.2012 recorded in Book- I, CD Volume number- 14, Pages from 10517 to 10538, being No. 10225 for the Year 2012 in the office of the Additional District Sub-Registrar (A.D.S.R.), Bidhan Nagar land measuring 8 decimal;

As per the Development Agreements dated 28.08.2012 and 03.08.2012 between the Owners and the Promoter the Said Land is declared as having a proper title and free from all encumbrances by the Owners which was subsequently ratified by the Promoter. However regarding the genuineness of the title and the fact of non encumbered land, the clause 5.1. of the Development Agreement is/are applicable in case of any dispute arises.

A. The Said Land is earmarked for the purpose of building a residential project, comprising multi-storied apartment buildings and the said project shall be known as "Kabya Phase 1" ("**Project**")

B. 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;

C. The Rajarhat - Bishnupur 1no. Gram Panchayat has granted the commencement certificate to develop the project *vide* approval and sanctioned dated 04.04.2012;

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajarhat - Bishnupur 1no. Gram Panchayat. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict

compliance with Section 14 of The West Bengal Housing Industry Regulation Act, 2017 (“**WBHIRA Act**”) and other laws as applicable;

E. The Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Calcutta Greens Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata-700075, on under registration no.;

F. The Allottee had applied for an apartment in the Project *vide application no.* dated and has been allotted apartment no. having carpet area of square feet, type, on Floor in [tower/block/building] no. (“**Building**”) along with open/covered parking no. admeasuring square feet (*if applicable*) in the (location of the open/covered parking), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the WBHIRA Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**);

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

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

I. 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;

J. 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 open/covered parking (if applicable) as specified in Para G;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

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

1.2. The Total Price for the Apartment based on the carpet area is Rs./- (Rupees only) ("**Total Price**") :

Cost of Apartment @ Rs./- Per Sq.Ft. Carpet Area + GST @ 12%	Rs......./- Rs......./-	Rs......./- Rs......./-
Cost of Exclusive Balcony (if any) @ Rs./- Per Sq.Ft. + GST @ 12%	Rs......./- Rs......./-	Rs......./- Rs......./-
Cost of Exclusive Open Terrance (if any) @ Rs./- Per Sq.Ft. + GST @ 12%	Rs......./- Rs......./-	Rs......./- Rs......./-
Cost of Proportionate Common Area @ Rs./- Per Sq.Ft. + GST @ 12%	Rs......./- Rs......./-	Rs......./- Rs......./-
Preferential Location Charges (if any) @ Rs./- Per Sq.Ft. + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
South Facing Charges (if any) @ Rs./- Per Sq.Ft. + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
Maintenance Charges @ Rs./- Per Sq.Ft. for 1 st six months + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
Parking (if any) Open / Covered + GST @ 12%	Rs......./- Rs......./-	Rs......./- Rs......./-
Transformer Charges (if any) @ Rs./- Per Sq.Ft. + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
Generator Charges (if any) @ Rs./- Per Sq.Ft. + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
Legal Charges @ Rs./- + GST @ 18%	Rs......./- Rs......./-	Rs......./- Rs......./-
Total Price		Rs......./-

1.3 The Total Price of Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project.

1.4 The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

1.5 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment 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 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 West Bengal Housing Industry Regulation Act, 2017, the same shall not be charged from the allottee;

1.6 The Promoter shall periodically intimate in writing 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/levied etc. have been imposed or become effective;

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

the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the West Bengal Housing Industry Regulation Act, 2017, the same shall not be charged from the Allottee.

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

1.9 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1 % per annum for the period by which the respective installment has been preponed. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

1.11 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate or completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 Allottee, the Promoter may demand that from the Allottee as per 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 Clause 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the WBHIRA Act;

(iii) That the computation of the piece of the Apartment includes recovery of piece of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his/her apartment, as the case may be.

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

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

are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.15 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 [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1.16 The Total price does not include the stamp duty, registration fees, fixed miscellaneous expenses and all other fees and charges for registration of Agreement for Sale and Deed of Conveyance, however, it shall be borne by the Allottee/s and paid 15 days prior to the date of registration. The Allottee shall further pay the fee of 1% of the Market Value of the apartment to the Promoter's Advocate who shall draw the Deed of Conveyance and organize the registration and all further documents.

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 times as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**SOUMITA PROJECTS PRIVATE LIMITED**" payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to the matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility to the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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 plans, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Building Rules and any other rules as prescribed by the State Government and shall not have an option to make any variation/alteration/modification in

such plans, other than in the manner provided under the WBHIRA Act, and breach of this term by the Promoter shall constitute a material breach of the 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 hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31/12/2019, unless there is delay of failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to 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. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate/completion 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/completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate/completion 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 hand over the occupancy certificate/completion certificate of the apartment/project, 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 clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee: After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate].

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

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

7.6. Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the WBHIRA Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the WBHIRA Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed

in the Rules including compensation in the manner as provided under the WBHIRA Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to allottee within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land,

including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

(ix) 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 the Allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy 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 WBHIRA Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal 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 at the rate prescribed in the Rules within 45 (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 45 (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 condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount 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 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the 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 the Common Areas within 3 (three) months from the issuance of the occupancy certificate and completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the 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 the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to received appropriate compensation in the manner as provided under the WBHIRA 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, open/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 and Service Areas: The basement(s) and service areas, if any, as located within the Kabya Phase I Project, 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 use by the association of allottees formed by the 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 Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

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

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

17. ADDITIONNAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the WBHIRA Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership (Amendment) Act, 2015. The Promoter showing compliance of various laws/regulations as applicable in the West Bengal Apartment Ownership (Amendment) Act, 2015.

20. BINDING EFFECT:

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

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 previous and all understandings, any other agreements, allotment letter, correspondence, 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 ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the WBHIRA 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 confirm to WBHIRA Act or the Rules and Regulations made thereunder or the applicable law, as the case may

be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Hence this Agreement shall be deemed to have been executed at

29. NOTICES:

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

Name of the Allottee:	Name of the Promoter: SOUMITA PROJECTS PRIVATE LIMITED
Allottee Address:	Promoter Address: Unit No. 3A, P-35, Motijheel Avenue, Dum Dum, Post Office- Motijheel, Police Station- Dum Dum, Kolkata- 700 074. Communication Address:

	DN-51, Suite no- 610, 6 th Floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091.
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It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the allottee in respect of the apartment 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 WBHIRA Act or rules or regulations made thereunder.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties herein above 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)

Please affix photograph and sign across the photograph

(2)

Please affix photograph and sign across the photograph

Promoter:

Please affix photograph and sign across the photograph

(Authorized Signatory)
Owners

(Constituted Attorney of Owners)

At Kolkata on in the presence of :

WITNESSES:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

SCHEDULE 'A'
[Description of the Apartment and Open/Covered parking (if applicable) along with Boundaries]

Apartment no. having super built up area square feet more or less, out of which having carpet area of square feet more or less, with exclusive balcony area of square feet more or less and proportionate common area of square feet more or less comprised in the project "KABYA PHASE I" to be constructed on **ALL THAT** piece and parcel of land measuring about an area a little more or less 104 decimal equivalent to 62 Kattahs 12 Chittaks 24 Sq.Ft. more or less (The land area found as per physical measurement is 104 Decimal equivalent to 62 Kattahs 12 Chittaks 24 Sq.Ft. more or less equivalent to 4199.554 Sq.M. more or less) comprised in R.S./L.R. Dag No. 1268, recorded in L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641, 5642, 2629 and 5164, Mouza Reckjoani, J.L.No.13, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur I No. Gram Panchayat, A.D.S.R Rajarhat New Town, District-North 24 Parganas , PIN - 700135. which is as follows:-

Mouza	Dag No.	Total Land Area in Dag. (in Acre)	Area in Project (in Acre)
Reckjoani	1268	2.67	1.04

The right to park (.....) in the Open/Covered car parking no. admeasuring square feet more or less in the Ground Floor of the residential Project named "**KABYA PHASE I**".

- On the North-** Land of R.S. Dag nos.1244 and 1246.
- On the South-** Land of R.S. Dag No. 1268 (Part) and Bhatri Sangha Play Ground
- On the East-** Land of R.S. Dag No. 1268 (Part) and Panchayat Road
- On the West-** Land of R.S. Dag No. 1268 (Part).

SCHEDULE 'B'
(Floor Plan of the Apartment)

**SCHEDULE 'C'
(Payment Plan)**

On Application	Rs. 1,00,000/-
On Agreement	10% of the Total Price less application amount.
On Commencement of Pile	10% of the Total Price
On Commencement of Ground Floor Roof Casting	10% of the Total Price
On commencement of 1 st Floor Roof casting	10% of the Total Price
On commencement of 2 nd Floor Roof casting	10% of the Total Price
On commencement of 3 rd Floor Roof casting	10% of the Total Price
On commencement of 4 th Floor Roof casting	10% of the Total Price
On commencement of brick work	10% of the Total Price
On commencement of flooring	10% of the Total Price
On Possession	10% of the Total Price

**SCHEDULE 'D'
(Specification and Amenities which are part of the apartment)**

Structure: RCC Frame Structure.

Wall:

- External - Weather Coat Finish two coats + one coat Primer
- Internal Wall- Cement Plaster over brick work & POP
- Bathroom - 6ft Ceramic Wall Tiles

Doors:

- External- 35mm flush door finished with laminate, fitted with Godrej or equivalent Night Latch. 8 inch Tower bolt, one door buffer, one peep hole (less than/ equal to 180 degree vision) and door handle.
- Internal- 32mm flush door both side commercial finished with enamel paint, fitted with one door handle and one 6 inch stainless steel tower bolt (inside) & one stainless steel hatch bolt(outside),one door buffer(internal)
- Bathroom- Fire & Water Resistant PVC Door fitted with door handle, one 4inch Stainless steel tower bolt inside & outside

Door Frame:

- Main- Wooden Frame- 2100 x 1050mm
- Internal - Wooden Frame- 1950 x 1000mm
- Balcony - Wooden Frame- 1950 x 750mm
- Bathroom- High Quality PVC- 1950 x 750mm

Windows: 1.2 gauge Anodized Aluminium Sliding/ Catchment with 4mm clear float glass of Saint Gobain or equivalent. 1.5 gauge with 5mm glass for Balcony Opening

Floors:

- Living, Dining & Bedrooms - 600 x 600 plain ivory vitrified tiles of reputed make
- Kitchen, Bathroom & Verandah - Anti skid Ceramic Tiles
- Lobby Floor- 600 x 600 Vitrified Tiles

Kitchen:

- Dado- 3ft from the Counter Top
- Platform- Black Stone with Stainless Steel Sink.

Bathroom:

- Sanitary ware- one western style commode P Trap (white) and one White Ceramic Basin of Johnson or equivalent.
- CP Fittings- one overhead shower with water mixer in the common bathroom, one health faucet, one spout and one bibcock of Johnson or equivalent

Electrical:

Fire Resistant Copper wire of Finolex or equivalent with semi modular switches.

- Bedroom- One Fan Point , two Light Points, one 5amp socket
- Living Room- One Fan Point, Two Light Points, One 5amp TV point, One 5amp addl point.
- Dining Room- One Fan Point, Two Light Points, One Refrigerator Point
- Kitchen- One Light Point, One Exhaust/Chimney Point, One 5amp socket & One 15amp socket
- Balcony- One Light Point
- Door- One Door Bell Point

Facilities:

- Security -CCTV Surveillance in common areas (external), Intercom & Fire Protection System & Security Control Room
- Lift - 5 passenger lift of standard make
- Separate assembly area during emergency
- Common Toilets for Drivers & Security
- Lightning Arresters

SCHEDULE 'E'
(Amenities and Facilities which are part of the Project)

- Gymnasium
- Community Party Hall
- Landscape Garden

MEMO OF CONSIDERATION

RECEIVED a sum of Rs...../- (Rupees) only as earnest money out of total price money of Rs...../- (Rupees) only from the above-named Allottee as per memo below :-

MEMO

		Amount (Rs.)
	TOTAL :	Rs...../-

(Rupees) only.

 PROMOTER
 (Authorized Signatory)

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
