

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this day of _____ Two
Thousand Nineteen

BY AND AMONGST

M/S. WYND ENTERPRISE (PAN: AACFW7302B) a partnership firm having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata - 700094, represented by its Partners namely **(1) SRI MIHIR NASKAR (PAN: AEQPN6905D)** son of Manick Lal Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata - 700084, **(2) SMT. RUPALI NASKAR (PAN: ADIPN2726K)** wife of Sri Arun Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata-700084,**(3) SRI DIPANKAR NASKAR (PAN: AEUPN8100Q)** son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, by nationality Indian, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata -700084, **(4) SRI PRABIR PUTATUNDA (PAN: ANAPP4764D)** son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, by nationality Indian, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata-700084 and **(5) SRI SANJOY BISWAS (PAN:)** son of Sri Tarit Kumar Biswas, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O- Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata-700084 hereinafter jointly called and referred to as the **“PROMOTER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included each of their heirs, executors, legal representatives, successor, successors-in-interest and permitted assigns) of the **FIRST PART.**

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(1) SRI MANICK LAL NASKAR, (PAN: ARAPN7925J) son of Late Narendra Nath Naskar, by faith Hindu, by occupation – Business, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084, **(2) SMT. JAYANTI NASKAR, (PAN: ACWPN7421J)** wife of Late Nirapada Naskar, by faith Hindu, by occupation – Retired person, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084, **(3) SRI AVISHEK NASKAR, (PAN: AIXPN5023H)** son of Late Nirapada Naskar, by faith Hindu, by occupation – Service, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -

700084 and **(4) SRI ANIRBAN NASKAR (PAN: AOQPN0629A)** son of Late Nirapada Naskar, by faith Hindu, by occupation – Student, residing at Mahamayapur, Post Office- Garia, Police Station – Sonarpur, Kolkata -700084 hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included their respective heirs, legal representatives, administrators, executors and assigns) represented by their constituted attorney **M/S. WYND ENTERPRISE (PAN: AACFW7302B)** a partnership firm having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata -700094 by virtue of Development Power of Attorney, registered with the Additional District Sub-Registrar, Garia, in Book No. I, CD Volume No.1629-2017, Pages 135239 to 135277 being No. 162905028 for the year 2017 represented by its Partners namely **(1) SRI MIHIR NASKAR (PAN: AEQPN6905D)** son of Manick Lal Naskar, by faith Hindu, by occupation – Business, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata - 700084, **(2) SMT. RUPALI NASKAR (PAN: ADIPN2726K)** wife of Sri Arun Naskar, by faith Hindu, by occupation – Business, residing at Near Kather Bari, Fartabad, P.O-Garia , P.S-Sonarpur , Dist-24 – Parganas (South) , Kolkata-700084,**(3) SRI DIPANKAR NASKAR (PAN: AEUPN8100Q)** son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O-Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata -700084, **(4) SRI PRABIR PUTATUNDA (PAN: ANAPP4764D)** son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, Mahamayatala, P.O-Garia, P.S-Sonarpur, District 24 – Parganas (South), Kolkata-700084 of the **SECOND PART.**

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Mr. _____ son of Mr. _____, having PAN No. _____, by faith _____, by occupation _____, residing at _____ herein after referred to as the **ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included his heirs, executors, successor, successors-in-interest and permitted assigns) of the **THIRD PART.**

The Promoter, Owner(s) and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires

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) 'Rule' means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) 'Regulation' means the regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- d) 'Section' means the section of the West Bengal Housing Industry Regulation Act, 2017.

WHEREAS:

- A) One Rabindra Narayan Sarkar son of Late Jatindra Nath Sarkar of 15, Mani Mukherjee Road, Ballygunge, Kolkata -700 019 as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the price and land absolutely sold, conveyed and transferred against valuable consideration a piece and parcel of land measuring about 22 decimals comprised in R.S. Dag No.1205 appertaining to R.S. Khatian No.66 within Mouza- Barhans Fartabad, J.L. No.47, Pargana- Medanmalla, Touzi No.109, within P.S. Sonarpur, District South 24-Parganas by a Bengali Deed of Conveyance executed and registered on 14.11.1975 in the office of the District Sub-Registrar, Alipore, 24-Parganas (South) and recorded therein Book No.I, Volume No.229, pages from 34 to 41, being Deed No. 8997 for the year 1975, jointly to Sri Manicklal Naskar owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2 to 4 herein.

- B) One Snehalata Dutta wife of Monoranjan Dutta as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land absolutely sold, conveyed and transferred against valuable consideration the piece and parcel of land measuring about 10 ½ decimals comprised in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No.1371 within Mouza- Barhans Fartabad, J.L. No.47, Pargana- Medanmalla, Touzi No.109, within P.S. Sonarpur, District South 24-Parganas, by dint of a Bengali Deed of Conveyance executed and registered on 10.01.1978 in the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded there in Book No.I, Volume No.5, Pages from 92 to 96, being Deed No.37 for the year 1978, jointly to Sri Maniklal Naskar owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner nos. 2 to 4 herein.
- C) Said Manick Lal Naskar son of Late Narendra Nath Naskar, Jayanti Naskar wife of Late Nirapada Naskar, Avishek Naskar, son of Late Nirapada Naskar and Anirban Naskar, son of Late Nirapada Naskar as lawful owner absolutely seized and possessed on partition deed peace and parcel of land on measuring at 6 cottah 11 chittaks 0 sq. ft. deed on registered at ADSR Garia dated on 27.02.2017 deed No. 172920459, Volume No.1629-2017, Book No. I, page 11386 to 11406.
- D) Said Nirapada Naskar while thus jointly seized and possessed the aforesaid property and other properties with his brother Sri Maniklal Naskar owner no.1 herein died intestate on 20.03.2005 leaving behind his widow Smt. Jayanti Naskar, owner no.2 herein and two sons namely Sri Avishek Naskar and Sri Anirban Naskar respectively owner No.3 and 4 herein as his legal heirs and successors who jointly entitled to the said land and other properties of said Nirapada Naskar in equal share by virtue of inheritance.
- E) The owners herein absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances whatsoever or howsoever nature, having a good and marketable title in respect of the said property the owners herein being desirous of promoting and developing the land measuring 6 cottahs 11 chittacks 0 sq. ft. out of 22 decimals comprised in R.S.

Dag No.1205 appertaining to R.S. Khatian No.66 and land measuring 5 cottahs 5 chittacks 29 sq. ft. out of 10 ½ decimals comprised in R.S. Dag No.1107/1896 appertaining to R.S. Khatian No.1371, J.L. No.47, R.S. No.7, touzi No.109 of Mouza Barhans Fartabad, P.S. and ADSR Office at Sonarpur total land measuring 13 cottah 3 chittacks 23 sq. ft. hereinafter referred to as the said Land.

- F) The said Owners mutated the said Land in their names in the books and records of Rajpur Sonarpur Municipality, being **Holding No. 23**, Barhans Fartabad, and the said land owners are now desire for developing their undivided land measuring more or less 13 cottah 3 chittacks 23 sq. ft. under the limit of Rajpur Sonarpur Municipality, Ward No. 27 (formerly) at present Ward No.28, and also recorded their names in the B.L. & L.R.O. office and the said land owners are paying the said Municipal taxes regularly.
- G) The land Owners entered into an **Development Agreement on 25.08.2017 being book No.I, Volume No.1629-2017, pages from 109900 to 109936 being No.162904239 for the year 2017 at ADSR- Garia**, and the said land Owners also executed a registered power of attorney on 26th November, 2017 being Book No. I, Volume No. **1629-2017, pages from 135239 to 135277 being No.162905028 for the year 2017 at ADSR- Garia**, with the Promoter herein and Developer therein to construct a multistoried building upon the said Land and had also identified their respective allocation in the proposed Building to be constructed on the said Land.
- H) Subsequently after execution of the Development Agreement and Power of Attorney the Promoter herein have executed a boundary declaration for the purpose of mentioning of actual measurement of the present area of land i.e. total area of land more or less 13 Cottah 3 Chittaks 23 Sq.ft. but as per present physical measurement the area of land is 12 Cottahs 10 Chittaks 44 sq.ft. The said boundary declaration was recorded being Book No. IV, Volume No. 1629-2017, Pages from 15923 to 15942, being Deed No. 162901180 for the year 2017 at the office of A.D.S.R. Garia.

- I) Subsequently after execution of the Development Agreement and Power of Attorney the Promoter herein have executed a declaration on 26/11/2017 for the purpose of correcting the actual address of all the Partners namely 1. Mihir Naskar, 2. Rupali Naskar, 3. Dipankar Naskar, & 4. Prabir Putatunda of the said **M/S. WYYND ENTERPRISE**. The said declaration was recorded being Book No. IV, Volume No. 1629-2017, Pages from 17262 to 17282, being No. 162901260 for the year 2017 at the office of A.D.S.R. Garia.
- J) after execution of the Development Agreement and Power of Attorney the Promoter herein has sanctioned the building plan, bearing plan no. 204/CB/28/96, dated 31.12.2018 issued by Rajpur Sonarpur Municipality in respect of the said Land i.e. **ALL THAT The** piece and parcel of land presently physically measuring about 12 Cottahs 10 Chittaks 44 sq.ft be the same a little more or less being Holding No. 23, Barhans Fartabad within the limits of Ward No. 28 of Rajpur Sonarpur Municipality forming out of R.S. Dag Nos. 1205 and 1107/1896 recorded under R.S. Khatian Nos. 66 & 1371 respectively of Mouza Barhans Fartabad, J.L. No. 47, R.S. No. 7, Touzi No. 109 under Police Station Sonarpur now Narendrapur, South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**
- K) The said Property is earmarked for the purpose of building a residential project comprising multistoried apartment buildings containing self-contained Residential units and the said project shall be known as “INDRAPRASTHA” (Project).
- L) The Promoter has obtained the sanctioned plan being Building Plan No. 204/CB/28/96, dated 31.12.2018, final layout plan, specifications and approvals for the Project and also for the apartment, building from the Rajpur Sonarpur. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

- M) The Rajpur Sonarpur Municipality has granted the Commencement Certificate to develop the Project vide approval dated bearing registration no.
- N) The Promoter has registered the Project under the provision of the Act with the West Bengal Housing Industry Regulation Authority at Calcutta Green Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata 700052 on under registration no. HIRA/P/SOU/2019/000.....
- O) The Promoter and the Owners are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title & interest of the Promoter and the Owners regarding the said Property on which the Project is to be constructed have been completed.
- P) The Allottee had taken inspection of documents of title relating to the said Property and the said Project and after being fully satisfied about the Documents, Title Deeds, Development Agreement etc. relating thereto the Allottee applied for an apartment in the Project, vide application no. dated and has been allotted **ALL THAT** the 2/3 BHK apartment no., having carpet area of square feet and standard built-up area of _____ square feet more or less on the side on the floor in Block/Tower (Building) along-with One Garage / Covered Parking no. admeasuring square feet more or less on the Ground floor as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the **‘SAID APARTMENT’** more particularly described in the **SECOND SCHEDULE** and the floor plan of the said Apartment is annexed hereto bordered in colour Red and forming an integral part of this Agreement for Sale.

That the Allottee agrees that the standard built up area shall include the covered area, inclusive of the columns and walls, the area utilized for common services and facilities which is inclusive of areas under staircases, circulation areas, walls, lifts, staircases, shafts, passages, corridors, lobbies and portion of the roof which is common etc.

- Q) The Parties have gone through the all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- R) The Parties hereby confirm that that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- S) It is recorded that the Allottee has taken inspection of the Documents, Title Deeds, Development Agreement of the Owners & Promoter relating to the said Property particularly mentioned in the First Schedule hereunder written and has made himself fully conversant with the contents thereof and have fully satisfied himself as to the Owners' Title, the Promoter's right to build/construct the Project and sell and/or transfer the Promoter's Allocation of the said Project and the Allottee has accepted the title of the Owners and Promoter's right in the said Property mentioned in the First Schedule hereunder written and shall not raise any question or objection with regard to the title of the Owners and rights & interest of the Promoter in the said Property.
- T) The Parties, relying on the confirmations, representations and assurance 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.
- U) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and among the Parties, the Owner and the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the Garage / Covered Parking as specified in para 'P'

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 'P';

1.2 The total price for the apartment based on the Carpet area is Rs.
(Rupees) only (**Total Price**) with following break-up and description:

Block/ Tower No.	Rate of Apartment per square feet
Apartment No.	Cost of Apartment
Type	Cost of exclusive balcony areas
Floor	Cost of exclusive open terrance
	Proportionate cost of common areas
	Preferential location charges
	Tax
	Maintenance Charges
	Rs.
Garage / Covered parking	Rs.
Total	Rs.

Expalnititions:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (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) 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; However the Total Price is excluding of all Taxes payable by the Allottee in connection with the purchase of the Apartment by whatever name called;

Provided that in case there is any changes / modification in taxes, the subsequent amount payable by the Allottee to the Promoter/Owner 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 Act, the same shall not be charged from the Allottee;

- (iii) 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 herein. In addition, the Promoter shall provide to the Allottee the details of taxes paid by or demanded along-with the acts/rules/notifications together with dates from which such taxes/levis etc. have been imposed or become effective;
- (iv) The total price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing

electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charge as per para 11 etc. and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project except the items mentioned in the Fourth Schedule & Sixth Schedule;

- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase in 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 demand letter being raised on the Allottee, which shall only be applicable on the 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 is liable and shall pay to the Promoter G.S.T., property tax and or any other tax if imposed in respect to the said Apartment and also bear entire cost of the electric meter and water meter if required for the unit mentioned in the Second Schedule hereunder written and shall also bear the cost of all the items mentioned in the Fourth Schedule written hereunder in addition to the Total price mentioned herein;
- 1.5 The Allottee, post 1 year of taking over the possession or registration of the Conveyance Deed(s) of the said Apartment, whichever is earlier, shall be liable and shall pay monthly proportionate common expenses for the maintenance and upkeep the common areas and facilities including the salary of durwan/caretaker, common electric expenses, etc. to the Promoter till the formation of the association of allottees regularly month by month @

Rs. per square feet and after formation of association to the said Association directly;

- 1.6 The Allottee shall make the payment as per payment plan set out in THIRD SCHEDULE ('Payment Plan');
- 1.7 The Promoter may allow, at its sole discretion, a rebate for early payments of installment payable by the Allottee discounting such early payment @ ...% 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;
- 1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan(s), layout plan(s), and specification and the nature of fixture and fittings and amenities mentioned herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the Apartment without the previous written consent of the Allottee as per the provision of Section 14 of the Act;

Provided that the Promoter may make such minor addition or alteration as may be required by the Allottee, or such minor changes or alterations as per provision of the Act;

Provided further that the promoter may make such variations, additions, deletions, alterations and modification of the sanctioned Building Plan, building design and specification, without the written consent of the Allottee, as may be directed by the competent authority;

- 1.9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid

by the Allottee. If there is any increase in the carpet area, which is not more than 3% of the carpet of the Apartment, allotted to the Allottee, the promoter may demand that from the Allottee as per the next milestone of the Payment Plan mentioned herein. All these monetary adjustment shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement;

1.10 Subject to para 9.3 the Promoter and owner Agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned bellow:

- (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 the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the Completion Certificate from the competent authority as provided in the Act;
- (iii) The computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per 11 etc and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but except the items mentioned in the Fourth Schedule & Sixth Schedule written hereunder;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment;

1.12 It is made clear by the Promoter and the Allottee agrees that the Apartment along-with Garage / Covered Parking shall be treated as a single indivisible unit for all purpose. It is agreed that the Project is an independent, self

contained Project covering the said Property and is not a part of any other project or zone and shall not form or 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 the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.13 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 mortgage or other encumbrances and such other liabilities payable to the competent authorities, bank 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 or interest thereon before transferring the Apartment to the Allottees, the Promoter to be liable, even after the transfer of the Property, to pay such outgoing and penal charges, if any, to the competent 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.
- 1.14 It is made clear by the Promoter and the Allottee agrees that it is compulsory for the Allottee to join the Association be formed for maintenance and upkeep of the Said Project and the Allottee shall be required to pay to the Promoter/Association, the necessary charges for maintenance and upkeep as decided by the Promoter/Association.
- 1.15 The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the said Apartment and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose of all other Apartments, parking spaces and portions of the Said Project and proportionate share of the Said Land in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

1.16 The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges to the statutory authority through the Promoter for registering this agreement.

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 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 or as may be demanded by the Promoter, within the time and in the manner specified in Payment Plan: 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 term of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded or not by the Promoter, within the stipulated time as mentioned in the payment Plan through Chq / Draft / Wire Transfer in favour of **WYND ENTERPRISES** 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 amendment(s) 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 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he 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 regards to matter specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his 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 the allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

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

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 the allottees or the competent authority, 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 specification, amenities and facilities of the Project in place on or before **15.05.2021**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to

implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he 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 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 months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issuance 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, agrees to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after issuance of the Completion certificate of the Project. The Promoter shall hand over the Occupancy Certificate of the Apartment 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, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, 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 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 Allottees or the competent authority, as the case may be, as per the laws.

Provided that, in the absence of any local laws, the Promoter shall handover the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be within 30 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 45 days of such cancellation.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 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

within 45 days of it becoming due including compensation in the manner as provided under the Act.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER & OWNER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has the requisite rights to carry out development upon the said Land and the Owners and/or Promoter have 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter and the Owners have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Land, Building, Project and Apartment and common areas;
- (vi) The Promoter and the owners have the right to enter into this Agreement and have 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/Owners have 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 Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Owner confirms that the Owners/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 or Trust 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/Owners have 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 along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of the 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 Owner/Promoter in respect of the said Property 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 by the Parties, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules on the amount paid to the Promoter by the Allottee, 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 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 2 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 due 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 2 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 30 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 the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and legal expenses within the period mentioned in the

notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty, registration charges and legal expenses to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID APARTMENT / BUILDING / 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 completion certificate of the project. The cost of such maintenance up-to 1 year from the date of Conveyance/hand over of the possession of the Apartment has been included in the Total Price of the Apartment;

However post 1 year from the date of Conveyance/takeover of the possession of the Apartment by the Allottee, it shall be the liability of the Allottee to pay monthly proportionate common expenses for the maintenance and upkeep the common areas and facilities including the salary of durwan/caretaker, common electric expenses, etc. to the Promoter till the formation of the association of the allottees regularly month by month @ Rs. per square feet and after formation of association to the said association directly

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the BALAJI MARIGOLD, 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 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 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 not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas. The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the said Apartment and the said garage / Covered Parking Space, if any. The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore. The Allottee shall not use or permit to be used the said Apartment or the Common Areas or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the said Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.

15.4 The Allottee will not use the said Apartment or permit the same to be used for any purpose other than the purpose for which it is being constructed i.e. residential purpose.

- 15.5 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.6 The Allottee shall co-operate in the management and maintenance of the said Project and the said Project including the common portions and facilities thereat by the Promoter/the Association.
- 15.7 The Allottee shall observe the rules and regulation as may from time to time be framed by the Promoter/the Association for the beneficial common use and enjoyment of the Common Areas at the said Project.
- 15.8 The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the said Apartment and Appurtenances and the Common Areas, from the Date of Possession.
- 15.9 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other said Project Co-Owners. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the said Project save in the manner as be indicated by the Promoter/the Association.
- 15.10 The Allottee shall not change/alter/modify the names of the said Project from that mentioned in this Agreement

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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 Apartment & Project.

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registration Office 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 concerned 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.

22. RIGHT TO AMEND

This Agreement shall not be amended, altered or modified or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by both the Parties and no verbal agreement or conduct of any nature relating to the subject matter hereof will be considered valid and enforceable.

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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Promoter 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. **FURTHER ASSURANCES**

All the 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 at the Promoter's Office, or at some other place, which may be mutually agreed among the Owners, Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter & Owners or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar/ Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES**

THAT any notice required to be given under these presents by either party shall be in writing and dispatched by Registered or Speed Post to the address of the other party as hereinbefore stated unless any change of address has been expressly intimated in writing and communicated by the party concerned to the others. It shall be the duty of the Parties 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 owners 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 prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interest of the Allottee under the Agreement for Sale or under the Act or the 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 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 referred to arbitration to such person as be appointed by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

FIRST SCHEDULE

(SAID PROPERTY)

ALL THAT the piece and parcel of land containing an area of 12 Cottahs 10 Chitaks 44 Sq.ft more or less situate lying at and being the Holding No. 23, Barhans Fartabad within the limits of Ward No. 28 of Rajpur Soanrpur Municipality, Kolkata-700084 comprised in and forming out of R.S. Dag No.1205 and 1107/1896 recorded under R.S. Khatian No.66 and 1371 respectively of **Mouza- Barhans Fartabad**, J.L. No.47, R.S. No.7, Touzi No.109, Police Station Sonarpur now Narendrapur, District South 24-Parganas and butted and bounded as follows:

On the **NORTH** : By land of Dag No-1107;

On the **EAST** : By land of Bani Prasad Ghosal;

On the **SOUTH** : By land of Dag No-1206;

On the **WEST** : By 16' wide road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

SECOND SCHEDULE

(SAID APARTMENT)

ALL THAT the 2/3 BHK, Residential Unit No. ____ on the ____ floor having Carpet Area of ____ Square Feet and Standard Built-up area of ____ Square Feet more or less and One Covered Car Parking Space on the Ground Floor measuring about Square Feet more or less lying and situated in the Multistoried Building to be known as "INDRAPRASTHA" and to be constructed on the said Property together with undivided proportionate impartible share or interest in the **SAID PROPERTY** described in the **FIRST SCHEDULE** hereinabove written along with right of user of the common areas and facilities in common with other co-owners of the said building and clearly demarcated by **RED** border in the plan annexed hereto forming an integral part of this Deed.

THIRD SCHEDULE
(PAYMENT PLAN)

Apartment Type	Residential	
Payment Plan	Down Payment / Installment Payment Plan	
Total Price with GST (Rs.)/-/-(G.S.T)
Rate of Carpet Area per Sq. Ft (Rs.)/-	

Parking Type	Garage / Covered	
Payment Plan	Down Payment / Installment Payment Plan	
Total Price with GST (Rs.)/-/-(G.S.T)
Rate of Carpet Area per Sq. Ft (Rs.)/-	

Installment Payment Plan of Total Price (Flat) with GST

	Particulars	Amount (Rs.)
1.	10% on Booking	
2.	10% on Agreement.	
3.	10% on completion of 1 st Roof Casting	
4.	10% on completion of 2 nd Roof Casting	
5.	10% on completion of 3 rd Roof Casting	
6.	10% on completion of 4 th Roof Casting	
7.	10% on completion of 5 th Roof Casting	
8.	10% on completion of Brick Work	
9.	10% on completion of Flooring	

10.	10% at the time of Registration	
11.	Extra & Deposit as mentioned in the Fourth Schedule - at the time of Registration.	
	TOTAL	Rs.

**FOURTH SCHEDULE
(EXTRAS & DEPOSITS)**

In addition to the Total Price mentioned herein

PARTICULARS	AMOUNT TO BE PAID
CESEC TRANSFORMER CHARGES WITH DEPOSIT	ON ACTUAL
CESEC SECURITY CHARGES (OTHER THAN THE SECURITY DEPOSIT)	ON ACTUAL (FOR ELECTRIC METER)
GENERATOR CONNECTION	
MAINTANANCE CHARGES	Rs PER SQUARE FEET ON THE CARPET AREA PER MONTH TO BE PAID POST 1 YEAR TILL FORMATION OF ASSOCIATION + TAX AS APPLICABLE
WATER FILTRATION CHARGES	
INTERCOM INSTALLATION CHARGES	
CCTV INSTALLATION CHARGES	
DOCUMENTATION/LAWYER CHARGES	
MISC. REGISTRATION CHARGES	

ASSOCIATION FORMATION FEES	
TOTAL (FOR 2/3 BHK)	Rs.

Note:

Stamp Duty and Registration Fees- As per query verified by the Registering Authority.

All payments and extra charges under the respective heads as provided in the Agreement to be paid as per the Agreement and/or Demand Note and notice of the same.

THE FIFTH SCHEDULE

(Common Areas and Facilities)

1. The entire Land of the said Property
2. Staircases, Lift(s), lifts shafts, Staircase & Lift Lobbies, Fire escapes, Common entrance & exit of the Building
3. Room for darwan/security guard
4. Installations of central services such as electricity, water & sanitary
5. Paths passages and open spaces in the new building other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any other Co-owner of any flat / Unit in the building.
6. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lift and pump.
7. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift and separate electric meter/s and meter room in the ground floor of the new building.
8. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connection to different Apartments and all apparatus connected with installations for common use.
9. Underground water reservoir for municipal water with a pull on pumps installed thereat for the new building.

10. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the new building and from the building to the municipal drain.
11. C.C.T.V
12. Boundary Walls.

THE SIXTH SCHEDULE

(SPECIFICATION OF CONSTRUCTION)

- FOUNDATION** : R.C. Column foundation with super structure.
- BRICK WORK** : 200-75 mm thick mortar 1:5. Plastering inside wall Plaster of Paris and outside cement mortar 1:5.
- WINDOW** : Alluminium sliding windows with glass Panel and grill with paint.
- DOOR** : Door frame Sal Wood made and Flush Door (ply)
- KITCHEN** : Floor Vitrified Tiles 2' x 2' and Black Stone kitchen platform with a cylinder space, sink, tap water connection and 2.5' ft. height glazed tiles form Kitchen platform.
- TOILET** : Floor Anti Skid Tiles and wall 6' ft. height Glazed Tiles from Ground floor cutting.
- FLOORING** : All floors be Vitrified Tiles finished.
- ELECTRIC POINT :** Electric wiring will be concealed with finolex/ Prity/ Oriva with following connection to be made.
- a. Bed Room - 2 light points, 1 fan points, 5 amp panel 1 extra plug point.
 - b. Dining cum drawing - 3 light points, 2 fan points, 15 amp & 5 amp plug points.
 - c. Kitchen - 1 light point, 1 exhaust fan point, 1 water connection point, one 15 amp plug points, 1 aqua guard.
 - d. Attached Toilet- 1 light point, 1 exhaust fan point.
 - e. Toilet - 1 light point, 1 Geezer point, and 1 extra plug point, exhaust fan point.

- f. Sanitation Commode to be provided toilet, toilet tap, shower & 1 basin to be provided in dining space. I.S.I. Brand.
- g. Painting - Inside Putti, outside colour wash.
- h. Washing machine point 2 connection setup.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the within named **PROMOTER** at **Kolkata** in the presence of

SIGNED SEALED AND DELIVERED by the within named **OWNERS** at **Kolkata** in the presence of:

SIGNED SEALED AND DELIVERED by the within named **ALLOTTEE** at **Kolkata** in the presence of:

Prepared and Drafted by

SANJAY BHATTACHARYA

Advocate

High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Allottee the within mentioned sum of Rs _____ / (**Rupees** _____) only being the booking amount as per memo written herein below:

MEMO OF CONSIDERATION

Date	D.D. No.	Bank Name and Branch	Amount
		TOTAL :	

(Rupees _____ Only).

In presence of:

WITNESSES :

1.

Signature of the Promoter

2.

