

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF..... TWO THOUSAND AND NINETEEN (2019)

-BETWEEN –

M/S EXCEL TEA MACHINERY PRIVATE LIMITED (PAN AABCE2883R) (CIN U27310WB1990PTC048 841), a company within the meaning of the Companies Act , 2013 having its registered office at 1 & 2, Old Court House Corner, Kolkata 700001 represented by the Director of the Developer being Constituted Attorney **Sri Surendra Kumar Sharma, (PAN ALPPS1255D)**, son of Late C L Sharma, by faith – Hindu, by occupation – Business, by Nationality-Indian, residing at 3 Mayfair Road, Post Office – Ballygunge, Police Station -Karaya, Kolkata-700019 hereinafter referred to as "the **OWNER** " (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART.**

AND

M/S.ANKUR NIRMAN PRIVATE LIMITED (PAN AAGCA3994G) (CIN U4500WB2007PTC116826) , a Company incorporated under the Companies Act, 2013 having its registered office at 10, Clive Row, 2nd Floor, Room No. 206/4, Post Office- GPO, Police Station-Burrabazar, Kolkata – 700 001, represented by one of its Directors, **Sri Surendra Kumar Sharma, (PAN ALPPS1255D)**, son of Late C L Sharma, by faith – Hindu, by occupation – Business, by Nationality-Indian, residing at 3 Mayfair Road, Post Office – Ballygunge, Police Station -Karaya, Kolkata-700019, hereinafter referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART:**

AND

Mr./Ms. (Aadhaar no.) son / daughter of
, aged about , residing at
(PAN) , or hereinafter called the "Allottee" (which expression repugnant to the context meaning thereof be deemed to mean and include its successor- interest, and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

AND

(If the Allottee is a company)
.....(**CIN NO.**.....), a Company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, having its registered office at (PAN) represented by its authorised signatory (Aadhar No.....), duly authorised vide board resolution dated, hereinafter referred to as "**the Allottee** " (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and permitted assigns);

OR

(If the Allottee is a Partnership)
..... (**PAN**), a Partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at..... represented by its authorised Partner (PAN) duly authorised vide vide hereinafter referred to as the "**Allottee**" (which expression shall unless excluded by or repugnant

to the subject or context shall be deemed to mean and include its successors, successors-in-interest and permitted assigns);

OR

(If the Allottee is an Individual)

MR./ MS. (**Aadhar No.**.....), son/ daughter of , aged about residing at (PAN), hereinafter called the "**Allottee**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs, executors, administrators, successors, interest and permitted assigns);

OR

(If the Allottee is a HUF)

Mr. (**Aadhaar No.**.....), son of, aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at (**PAN.**.....), hereinafter referred to as the "**Allottee**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).its successors, successors-in-interest and permitted assigns);

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

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

WHEREAS:

A. The Promoter entered into **Development Agreement** with the Owners dated 14.06.2019 is respect of the Land being **ALL THAT** piece and parcel of Land admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662 corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Post Office - Police Station: Domjur, District: Howrah, West Bengal (hereinafter referred to as "Said Land").

B. The Said Land is earmarked for the purpose of building a Project comprising of Shop rooms/ Commercial Spaces / Showrooms /Business Centres / Business Modules /Business Cubicles / Retail Spaces /Sales Windows /Display cum Sales Racks and Earmarked Spaces for carrying on business activities in a basement plus ground plus upper storied building and the said project shall be known as "**ANKUR MARKET**".

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

D. The Bankra-1 Gram Panchayet has granted the Commencement Certificate to develop the project vide approval dated 23.09.2019 bearing registration no/Plan no . 179/032/HZP/EP/PS-7

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from Howrah Municipality. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at under registration no. HIRA/.....

G. The Allottee had applied for an unit in the Project dated and has been allotted **ALL THAT Unit no. having carpet area of square feet on floor, of "ANKUR MARKET" at ALL THAT piece and parcel of Land** admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662 corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Under Bankra-1 Gram Panchayet, Police Station: Domjur, District : Howrah-711403 West Bengal, as permissible under the applicable law and of prorata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the **"Unit"** more particularly described in **Schedule A** and the **floor plan** or the Unit is annexed hereto and marked as **Schedule B**).

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

- (i) The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
- (ii) The Title of the Owner in respect of the Premises.
- (iii) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
- (iv) The carpet area of the said Unit is mentioned in Schedule A. "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Unit.
- (v) The Specifications and common Portions of the Project; and
- (vi) The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- (vii) The Purchaser shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.

I. 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;

J. 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.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para G.

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in paragraph G., herein above and more particularly described in Schedule A hereto

1.2 The Total Price for the Unit based on the carpet area ("Total Price"), is more particularly set out in Schedule C hereto, which includes the proportionate price of the common areas and facilities in relation to the said Unit, to be paid as per the Payment Schedule as mentioned in **Schedule C**.

i	Details of the Unit (Unit No.) and Floor	
ii	Floor Plan of the Unit	Schedule B
iii	Carpet Area of the Unit (sq. ft)	
iv	Super Built Up Area of the Unit (sq. ft)	
v	Four Wheeler Parking Space(s) (Nos.)	
vi	Two Wheeler Parking Space(s) (Nos.)	
vii	Transformer & Electricity Charges	
viii	Power Backup Charges for Said Unit	
ix	Association Formation Charges	
x	Total Price of the said Unit	

1.2.1 The Total GST in respect of apartment is Rs. (Rupees.....) "only (Total GST)"

The **Total Consideration** of the said **Unit**, Total Extras and Deposits and Total GST as mentioned in this agreement, are hereinafter collectively referred to as the "**said Total Price/Consideration**" which the Allottee has agreed to make payment of are morefully mentioned in Para-I of the Payment Plan (Schedule-C) hereinafter:

1.2.2 In addition to the above all other payments shall be payable by the Allottee as mentioned in Schedule C.

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

enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.4 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 for the respective unit/s described herein at Schedule 'D' and Schedule 'E' in respect of the Unit, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

1.5 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the Unit, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Unit.

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

(iii) That the computation of the Total Price of the Unit includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Unit, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Fire fighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit 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 Unit as the case may be, however, to ensure safety of the Allottee and/or its authorised representative prior consent upon prior intimation must be obtained.

1.7 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. The Developer/ Promoter can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project without affecting the right of Allottee.

1.8 The Promoter agrees to pay all outgoing before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, common area maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and it is agreed that the Additional Outgoing and all such amounts set out in Schedule C are variable deposits not forming part of the consideration.

1.9 The amounts mentioned as Additional Outgoing, Deposits as mentioned in Schedule C herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the common area maintenance charges ("CAM Charges") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.

1.10 The Allottee has paid a sum of **Rs./-** (Rupees.....) i.e 10% of consideration amount as Booking amount, being part payment towards the Total Price of the Unit 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 Unit as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made there under 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 he made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any

change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit 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 Unit, 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 Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, however, the Allottee has waived its right to raise any objection in the event the Promoter integrates multiple units into one unit and/or breaks up one larger unit into several smaller units and such changes shall not be considered to be breach of the terms of the Act and/or of this Agreement. By effecting changes in the internal brickwork and size of the units the right of the Allottee shall not be subject to any prejudice in as much as the Allottee shall have the same rights even if such changes are effected. While effecting changes the internal design or the Project may be subjected to such changes in the form of including areas not included as part of units prior to effecting such change

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit: The Promoter agrees and understands that timely delivery of possession of the Unit 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 Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place within **31st December 2023** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure" as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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 Unit, to the

Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the common area maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the phase of the project.

7.3 Failure of Allottee to take Possession of Unit – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit 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 Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and common area 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 Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. The Purchaser/s shall bare the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (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 Unit, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

- (ii)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (iii)** There are no encumbrances upon the said land or the Project.
- (iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (v)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Unit 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 Unit 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 Unit 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 Unit to the Allottee in the manner contemplated in this Agreement.
- (ix)** The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.
- (x)** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi)** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xii)** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of Unit, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.
- (xiii)** The Promoter confirms that the Promoter has represented to the Allottee that the Promoter shall be entitled to modify the internal shape and size of the room without effecting the rights of the Allottee and the Allottee has waived his rights and confirm such waiver not withstanding contained in the said Act the Promoter shall have the rights as described above.

- (xiv) 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 Unit 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 Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by 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 Unit, within forty-five days of receiving the termination notice.

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

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

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

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

10. CONVEYANCE OF THE SAID UNIT:

The Promoter on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the allottee.

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

11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the common area maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper and the Allottee shall pay the maintenance charges as applicable in respect of the Unit.

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 charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE:

Use of Service Areas : The service area, if any, as located within the '**ANKUR MARKET**', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

15. COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to para (xii) above, the Allottee shall after taking possession, be solely responsible to maintain the Unit 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 Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, 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 damage or jeopardized.

15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of 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 Unit or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Unit.

19. UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, 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/NOMINATION:

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount as mentioned under Part-IV, Section A, paragraph G to the Promoter upon consideration amount.

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 (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made there under 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 Unit bears to the total Carpet area of all the Unit 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:

1. The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at **10, Clive Row, 2nd Floor, Room No. 206/4, Post Office- GPO, Police Station- Burrabazar, Kolkata – 700 001** and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be 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 DEVELOPER:

ANKUR NIRMAN PRIVATE LIMITED (PAN AAGCA3994G) (CIN U4500WB2007PTC116826) having its registered office at 10, Clive Row, 2nd floor, Room No. 206/4, Post Office- GPO, Police Station- Burrabazar Kolkata – 700 001.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered

Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

(Any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

SCHEDULE 'A'

Part – I

DESCRIPTION OF THE SAID LAND

ALL THAT piece and parcel of Land admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662 corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Under Bankra-1 Gram Panchayet, Police Station: Domjur, District : Howrah-711403, West Bengal

SCHEDULE 'A'

Part – II

DESCRIPTION OF THE SAID UNIT

1	Details of the Unit (Unit No.)	
2	Floor Plan of the Unit	Schedule B
3	Carpet Area* of the Unit (sq. ft)	

4	Super Built Up Area of the Unit (sq. ft)	
5	Four Wheeler Parking Space(s) (Nos.)	
6	Two Wheeler Parking Space(s) (Nos.)	
7	Total Price() of the said Unit	Rs.
8	Date of Possession	31 st December 2023
9	Additional Outgoings, Deposits and other charges	Schedule C
10	Payment Schedule	Schedule C
11	Initial token amount / Application Money	
12	Details of payment of Initial token amount	
13	Payments to be made in favour of	Ankur Nirman Pvt. Ltd.
14	Interest for delayed payments	As per applicable law

* "Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Unit.

() "Total Price" mentioned in here are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST, other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central / State Government / any local, public or statutory authorities in respect of the Unit in respect of the Total Price and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.

SCHEDULE 'B'

Description of the Floor Plan for the Unit No..... on the floor, Block No..... of "ANKUR MARKET"

SCHEDULE 'C' PART-I PAYMENT PLAN

TOTAL AGREED CONSIDERATION Rs./- (Rupees.....) is the sum total of amount as mentioned in Schedule A along with Schedule C only and Goods & Service Tax as applicable extra on total value at current rates (Any Other Rates & Taxes As Per W.B Government/ Central Government Shall Be Payable Wherever Applicable) and/or as applicable at the time of payment in accordance with the schedule of payments' as detailed below

Goods & Service Tax Registration Number: 19AAGCA3994G1ZC

At the time of Application: 10%
On Completion of Piling: 10%.
On Completion of Basement: 10%

On Completion of Ground Floor Roof Casting: 10%
On completion of 1st Floor Roof casting : 10%
On completion of 2nd Floor Roof casting:10%
On completion of 3rd Floor Roof casting: 10%
On completion of ultimate Roof casting: 10%
On completion of flooring of the floor: 10%
On installation of Lift & Generator : 5%
On Completion/ Possession, whichever is early : 5%

**SCHEDULE 'C'
PART-II**

All payments under Installment Payment Plan (**IPP**) shall be made within a maximum period of 10 (Ten) days of issue of demand letter otherwise interest will be applicable as per Rules 18 of West Bengal HIRA Rule, 2018 shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest (as per Rule 18 of WBHIRA Rule 2018) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

**SCHEDULE 'C'
PART-III**

The "**Promoter**" shall endeavor to construct the said Unit and make the same ready for delivering the possession thereof not later than **31st December 2023** and a grace period of further 6 months subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "**Promoter**" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Unit.

**SCHEDULE 'C'
PART-IV
ADDITIONAL PAYMENTS PAYABLE WHOLLY BY THE ALLOTTEE**

- a. All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Unit in favour of the Allottee.
- b. Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. The Unit shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **OWNER/DEVELOPER** shall take steps to have the

Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

- c. Charges levied by the **"Promoter"** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Unit including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- d. Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- e. Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- f. The Developer reserves the right to revise the price of the Units according to its discretion and the Allottee shall have no right whatsoever to raise any objection with regard thereto, however, the price of the unit agreed to be sold to the Allottee herein shall not be changed.
- g. In the event of the Allottee nominating any other person and/or persons in his/her place and stead for acquiring the said Unit and requests the Developer to confirm the developers acceptance regarding such nomination the Developer may grants its acceptance and confirmation only if the allottee has completed payment upto the stage of demand as on the date of the request and the Allottee and /or its nominee shall pay an amount as determined **by the Promoters** as nomination charges and the terms nomination shall include "change of Allottees name, Deletion of Allottees Name and /or transfer in the name of any Third Party.
- h. Additional consideration payable to the **"Promoter"** in case there be any increase in Carpet Area of the said Unit upon construction being made and the measurement being certified by the **"Promoter"**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Unit after construction being made and the measurement being certified by the **"Promoter"**. Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.
- i. Legal Charges : Legal and Documentation Charges payable on or before Registration of Agreement for Sale and Legal and Documentation Charges payable on or before Final Registration and Conveyance

SCHEDULE 'C'
PART- V

Proportionate share of costs charges and expenses as detailed as under are all proportionately chargeable from each allottee and forming part of the total consideration.

Transformer Charges & Electricity Charges : This amount shall be payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with WBSEDC Ltd. and/or any other authorities for providing and installing transformer at the said Project, provided the Allottee shall pay the Deposit to West Bengal State Electricity Board directly on account of supply of electricity for its respective individual unit.	Rs.....
Association Formation Charges: This amount shall be payable towards formation of association.	Rs.....
Diesel Generator backed Power Backup for Said Unit : This amount shall be payable for providing power backup load capacity to the said Unit	Rs.....

**SCHEDULE 'C'
PART-VI
DEPOSITS**

Advance Common Area Maintenance Charges (CAM Charges) : This amount shall be payable, against 12 months' advance towards common area maintenance charges attributed against the said Unit, on or before the possession.	Rs.....
Sinking Fund : This amount shall be payable, as funds for future repairs replacement, improvements and developments in the said Project, this amount shall be and/or may be adjusted against any arrears in CAM Charges and/or applicable taxes as the Promoter or the Association deem fit and proper, on or before possession.	Rs.....
Property Tax Deposit : This amount shall be payable, against proportionate share of Property Tax for the said Unit for a period of 12 months', on or before possession.	Rs.....

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

SCHEDULE 'D'
SPECIFICATIONS, FACILITIES & AMENITIES

Lifts	4 Nos. Heavy duty automatic modern goods cum passenger lifts of reputed brand
Main Entrance	Main entrance flooring and steps finished in mix of well designed & decorated with vitrified tiles
	All the wall facia abutting the entrance shall be finished in granite or vitrified tiles
	Well lit main entrance
	Well lit paved driveway for all vehicle and man movement
Shops / Units	Shop flooring finished with vitrified tiles
	Walls inside inside the shops shall be finished in PoP, ready to paint
	All shops shall be fitted with strong iron rolling shutters
	Copper electrical wiring through conduit pipes inside each shop with sufficient 2 or 3 points
Basement	Easy entry / exit ramp for basement
	Markings for parking of goods vehicles, two-wheeler and four wheelers in basement
	Proper signages, lighting, ventilation, fire-fighting in basement
Common Finishes	Common corridors and passage inside the market shall be finished in vitrified tiles
	Lift facia shall be finished in granite / vitrified tiles
	All relevant signages for entrance / exit / fire / lifts / stairs / washrooms
	All common area walls shall be finished in putty & final acrylic emulsion paint
Staircases	3 nos. wide staircases with natural light finished in Restiles
	1 no. central staircase in atrium area with Restiles and stainless steel hand rail
Bathrooms	Spacious & well ventilated common bathrooms in each floor
	Flooring and walls of common bathroom to be finished in vitrified tiles
	Common bathrooms shall be fitted with light coloured sanitary ware & CP fittings of reputed make
Fire Fighting	Large sized underground fire reservoir with separate fire water pump
	Fire Alarm system, extinguishers, hosepipes etc.. on each floor
	All fire detection, protection, fire-fighting as per West Bengal Fire Services norms
Security	CCTV cameras covering all common area viz; main gate, basement, floors , driveway etc
	Appropriate nos. of security guards
	Strong main gate
Water	Each floor to have pre-installed water filter with drinking water dispenser
Electric & Power backup	Sufficient load capacity for each unit
	Power back up thru dedicated genset for all common lighting, pumps and lifts
	Limited power back up supply to each shop thru genset at extra cost *

THE SCHEDULE 'E' ABOVE REFERRED TO
(COMMON PORTIONS)

Part-I

- (1) Lift , lift shaft and lift machinery and headroom.
- (2) Staircase.
- (3) Water and plumbing equipment.
- (4) Common installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- (5) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Unit.
- (6) Other facilities or installations, if any provided for the common use of the Unit Owners of the Premises .
- (7) Common water reservoirs, water tanks, water pipes (save those inside any Unit) and water from available sources (if any, allowed by the Corporation/Jila Parishad/ Panchayat/ Local Authority) appurtenant to the Buildings.
- (8) Pumps and motors.

THE SCHEDULE 'F' ABOVE REFERRED TO

(Reserved Rights of the Promoter and Restrictions for the Allottee)

The following rights have been reserved by the **Promoter:-**

- a. The right to allot car parking spaces to intending allottees in the parking areas as may be decided by the Promoter as the Allottee herein has not acquired any right to any parking space.
- b. The right to use or permit to be used all the exterior walls including the Roof of the various buildings for display of hoardings.
- c. The right to use or permit to be used all the exterior walls and the Roof of the various buildings for the purpose of putting up neon sign and other advertisement material.
- d. The right to use or permit to be used the outer walls for such purpose as the Seller may in its absolute discretion without any objection from the Purchaser or any person claiming through or under it.
- e. The right to make any further construction by constructing further floor/floors, or by covering the roof by erecting shed in accordance with law.
- f. The right to install Dish Antenna, Telecom Tower etc and retain all revenues arising therefrom.
- g. The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.
- h. The right of the Promoter to extend the Project by integrating adjacent land and the Purchaser/s acknowledge/s at or before entering these presents that the Promoter has made known to the Purchaser/s that the Promoter shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the Project land and shall be entitled to provide all facilities and/or utilities existent in the project to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions to the new building and/or buildings which may be constructed on the Additional land and for the purpose amenities including drainage, sewerage, transformer,

generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in Ankur Market shall be shared as common amenities.

- i.** No goods or wares shall be allowed to be placed / stored / displayed / stacked in any common areas and the he lobbies, entrances and stairways of the Building shall not be obstructed or used for any other purpose other than ingress to and egress from the unit/constructed space in the Building.
- j.** Allottees or their staffs shall not create any nuisance in the open spaces, stairways or lifts.
- k.** No Allottees shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such manner if the same shall disturb or annoy other occupants of the building.
- l.** Each allottee shall keep such building in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- m.** No article shall be allowed to be placed in the halls or on staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval by the Promoter .
- n.** No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Promoter for maintenance of Ankur Market.
- o.** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the building without similar approval.
- p.** Water closets and other water apparatus in the building shall not be used for any purpose other than that those which are constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of water closets or apparatus shall be paid for by the Allottees in whose building it shall have been caused.
- q.** No radio or television aerial/dish antenna shall be attached to or hung from the exterior of the building.
- r.** Garbage and refuse from the unit shall be deposited in such place only in the Building and at such time and in such manner as the Promoter may direct.
- s.** No vehicle belonging to a Purchaser or guest, sub-tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the building by another vehicle.
- t.** The Purchaser shall not have any right in respect of the Car Parking Space and shall not use the parking spaces or not raise any or put up any kutcha or pucca construction grilled wall/enclosures thereon, not to use the parking area or permit the same to be used Dwelling

or staying of any person or blocking any putting any articles shall not be allowed in the parking space and in case a car parking space has not been purchased the allottee shall not have or claim any right whatsoever over and in respect of the Car parking spaces and shall not park car on the pathway or open spaces of the building or at any other place except the space (if) specifically allotted to it.

- u.** The allottee after completion of transfer shall in course of its use and occupation of the said unit the purchaser shall ensure that:-
- (i) The Purchaser shall install adequate fire protection/suppressant systems/measures in running and working condition.
 - (ii) The unit shall be equipped and fitted with required anti pollution equipment so as to ensure that the surrounding environment and the surrounding units is within the specified limits of pollution.
 - (iii) The said unit shall not be used as a place for keeping pets .
 - (iv) The said unit shall have adequate measures for releasing and /or disposal of treated /untreated effluents discharge.
 - (v) The said unit is not used as a storehouse or godown and item and fuels like, high speed diesel oil, light diesel oil and other such petroleum products which is required for a manufacturing process, which may or may not be substantially or totally consumed during a manufacturing process but does not necessarily form part of the end product;
 - (vi) The Purchaser shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material.
 - (vii) The purchaser shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Promoter or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other purchasers or those having business therein,
 - (viii) The said unit shall not draw power in excess of the allowed load in respect of the said unit.
 - (ix) That the Allottee shall not claim any electricity or continuous supply in as much electricity availability dependant on supply.
 - (x) The Allottee shall ensure that the antecedents of all its men, agents and servants are adequately verified prior to being allowed entry within the precincts of the Ankur Market.
 - (xi) The Allottee shall ensure that the Identity of all its men, agents and servants leaving and joining its services are intimated to the Promoter or to the Holding Organisation.

- (xii) The Allottee shall not alter any lock or install any new or additional locks or bolts at any place save and except the said unit.
- (xiii) In as much as the Promoter reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary the Allottee, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register and access to the Block may be refused unless the person seeking access has proper identification or has a previously arranged pass for access.
- (xiv) The Allottee shall be responsible for all acts of omission and commission of its men, agents and servants.
- (xv) The Promoter shall have the right to prescribe the weight, size and position of all objects, equipment and machinery and other heavy property brought into the Block and any damage arising therefrom to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Purchaser.
- (xvi) The toilet rooms, urinals, wash rooms and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Allottee who or whose servants, employees, agents, visitors or licensees shall have caused same.
- (xvii) The Allottee ensures that if the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Allottee its agents, servants, employees, contractors, visitors or licensees, The Allottee shall forthwith cause the Premises to be exterminated from time to time.
- (xviii) The Allottee shall immediately expel any person who, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulation.
- (xix) The Allottee shall not waste electricity, water or air conditioning and agrees to cooperate fully with the Promoter .
- (xx) The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by the Allottee, nor shall any bottles, parcels or other articles be placed on the windowsills.
- (xxi) The Allottee hereby acknowledges that Promoter shall have no obligation to provide guard service or other security measures for the benefit of the said unit save and except the project.
- (xxii) The Allottee hereby assumes all responsibility for the protection of its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the said unit,

- (xxiii) The Allottee shall obtain its own insurance coverage.
- (xxiv) The Allottee shall not use in any space or in the Building, any hand trucks except those equipped with rubber tyres and rubber side guards.
- (xxv) The Allottee shall not conduct any fair or activities similar thereto in the Premises without the prior written consent of Promoter .
- (xxvi) The Promoter reserves the right at any time to change or rescind anyone or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Promoter's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and Allottees therein, and shall provide the Allottee notice of all such changes. The Promoter may waive anyone or more of these Rules and Regulations for the benefit of any particular Allottee, but no such waiver by Promoter shall be construed as a waiver of such Rules and Regulations in favor of any other Allottee, nor prevent Promoter from thereafter enforcing any such Rules or Regulations against any or all Purchaser of the Project. The Purchaser has read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.
- (xxvii) These office rules may be added to, amended or repealed at anytime by the Promoter and after formation by the Society/Association.
- (xxviii) The Allottee agrees that the Promoter shall have the right to raise Monthly common area maintenance bills which shall be calculated on the super built area of the Unit as elaborated in the allotment letter of the units and the charges shall include for common area electric bill, generator charges, housekeeping, security, annual / monthly common area maintenance charges of other machineries equipments for smooth functioning of the complex and the Allottee shall make payment of the same without any delay failing which the maintenance services may be affected, in such manner which shall cause inconvenience to all other allottees in the Project 'Ankur Market'.

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

SIGNED AND DELIVERED by the Owner herein in the presence of

WITNESSES:

- 1.

- 2.

SIGNATURE OF THE OWNER

SIGNED AND DELIVERED by the Promoter /**DEVELOPER** herein in the presence of:

WITNESSES:

- 1.

- 2.

SIGNATURE OF THE Promoter /DEVELOPER

SIGNED AND DELIVERED by the **PURCHASER/ALLOTTEE'** herein in the presence of

WITNESSES:

- 1.

- 2.

SIGNATURE OF THE PURCHASER/ALLOTTEE'

Drafted by me

Advocate

RECEIVED from the within named Purchaser the within mentioned sum by way of **Rs**/-(**Rupees**) **only**, money as per Memo below :-

MEMO OF CONSIDERATION

Date	Cash/ Cheque No.	Bank & Branch Name	Amount
			Rs.....

(**Rupees**) **only**

SIGNATURE OF THE WITNESS

- 1.

- 2.