

# **PROFORMA**

Agreement for sale

This Agreement for Sale (Agreement) executed on this the \_\_\_\_\_ Day of \_\_\_\_\_, 2018

By and Between

**SHIVAM INDUSTRIAL PARKS & ESTATES LIMITED (CIN U70200WB1996PLC076554) (PAN No. AAGCS8293J)**, a Company incorporated under the Companies Act, 1956, having its registered office at 26/2B, Khagendra Chatterjee Road, Police Station + Post Office – Cossipore, Kolkata – 700 002, being represented by its' Constituted Attorney, **GAURAV BELANI, son of Nandu K. Belani (PAN AJXPB0951B)**, residing at 5B D.L. Khan Road, Post Office + Police Station – Alipore, Kolkata – 700 027, West Bengal vide Power of Attorney executed on **10<sup>th</sup> January, 2018** registered in the Office of the Additional Registrar of Assurance – IV, Kolkata and recorded in **Book – I, Volume No. 1904 – 2018, Pages 28542 – 28573** and being no. **190400300/2018**, hereinafter referred to as the '**Owner**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, executors, administrators and/or permitted assignees) of the **FIRST PART**

**AND**

**PRUDENTIAL REALCON PRIVATE LIMITED (CIN U45200WB2011PTC167144) (PAN No. AAGCP1820N)**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Bibhabati Bose Sarani (Formerly 5A, Woodburn Park) Kolkata – 700 020 (previously at 69, Ganesh Chandra Avenue, Police Station – Bowbazar, Post Office – Dharmatolla, Kolkata – 700 013), being represented by its Director, \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_ (**PAN No. \_\_\_\_\_**), hereinafter referred to as the '**Developer**' (which term or expression shall unless excluded by or repugnant to the subject or context be

deemed to mean and include its successors-in-interest, executors, administrators and/or permitted assignees) of the **SECOND PART**

**AND**

(i) ..... (**having INCOME TAX PAN NO.** .....), son/daughter/wife of ....., by Faith - ....., by Occupation - ..... (ii) ..... (**having INCOME TAX PAN NO.** .....), son/daughter/wife of ....., by Faith - ....., by Occupation - .....; hereinafter jointly referred to as the '**PURCHASERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**

**Owner, Developer and PURCHASERS collectively Parties and individually Party. WHEREAS:**

- A) At all material times one Manoj Chatterjee (**Manoj**) was seized and possessed of and/or otherwise well and sufficiently entitled to land measuring about 164 Decimals, comprised in R.S./L.R. Dag Nos. 3403, 3405, 3416, 3394, 3397 and 3412, recorded in C. S. Khatian Nos. 450 and 1413, corresponding R.S. Khatian Nos. 5200,1739 and 1482, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas (**Land Of Manoj**).
- B) At all material times one Anuva Chatterjee (**Anuva**) was seized and possessed of and/or otherwise well and sufficiently entitled to land measuring about 169 Decimals, comprised in R.S./L.R. Dag Nos. 3403, 3405, 3387, 3396, 3395 and 3399, recorded in C. S. Khatian Nos. 450 and 1413, corresponding to R.S. Khatian Nos. 2105, 1802, 5179, 5196 and 1675, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas (**Land Of Anuva**).
- C) At all material times one Nemaï Chandra Ghosh (**Nemaï**) was seized and possessed of and/or otherwise well and sufficiently entitled to land measuring about 9

Decimals, comprised in R.S. /L.R. Dag No. 3392, recorded in R. S. Khatian No. 68, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas (**Land Of Nema**).

- D) At all material times one Narayan Chandra Mondal (**Narayan**) and Baidyanath Mondal (**Baidya**) were jointly seized and possessed of and/or otherwise well and sufficiently entitled to land measuring about 13 Decimals, comprised in R.S./L.R. Dag No. 3393, recorded in R. S. Khatian No. 482, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas (**Land Of Narayan & Baidya**).
- E) By a Deed of Conveyance dated 20<sup>th</sup> October, 1993, registered at the Office of the Additional District Sub Registrar, Bidhannagar, recorded in Book No. I, Volume No. 178, Pages 119 to 125, Being Deed No. 8309 for the year 1993 Manoj sold the entirety of Land Of Manoj to Shivam Builders & Developers, a partnership firm (**Said Firm**), for the consideration mentioned therein.
- F) By another Deed of Conveyance dated 20<sup>th</sup> October, 1993, registered at the Office of the Additional District Sub Registrar, Bidhannagar, recorded in Book No. I, Volume No. 178, Pages 107 to 118, Being Deed No. 8308 for the year 1993 Anuva sold the entirety of Land Of Anuva to the Said Firm, for the consideration mentioned therein.
- G) By a Deed of Conveyance dated 31<sup>st</sup> May, 1994, registered at the Office of the Additional District Sub Registrar, Bidhannagar, recorded in Book No. I, Volume No. 64, Pages 349 to 356, Being Deed No. 2593 for the year 1999 Nema sold the entirety of Land Of Nema to the Said Firm, for the consideration mentioned therein.
- H) By a Deed of Conveyance dated 6<sup>th</sup> July, 1994, registered at the Office of the Additional District Sub Registrar, Bidhannagar, recorded in Book No. I, Volume No. 98, Pages 303 to 310, Being Deed No. 4547 for the year 1994 Narayan &

Baidya jointly sold the entirety of Land of Narayan & Baidya to the Said Firm, for the consideration mentioned therein.

- I) The Said Firm was subsequently converted into a limited company i.e. Shivam Industrial Parks & Estates Ltd. (the Owner herein) whereby all the assets and the immovable properties of the Said Firm i.e. Land Of Manoj, Land Of Anuva, Land Of Nemai and Land Of Narayan & Baidya, collectively land admeasuring about 355 Decimals (i.e. 3.55 acres), comprised in R.S./L.R. Dag Nos. 3403, 3405, 3416, 3394, 3397, 3412. 3387, 3396, 3395, 3399, 3413, 3398, 3392 and 3393, recorded in C.S. Khatian Nos. 450, 1413, corresponding to R.S. Khatian Nos. 5200, 1739, 1482, 2105, 1802, 5179, 5196, 1675, 68 and 482, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas (**Mother Property**) stood transferred in favour of the Owner and the Owner became the sole and absolute owner of the Mother Property.
- J) In 2006 the Government of West Bengal issued a notification for acquisition of 2.96 acres out of the Mother Property for the purpose of constructing a seven kilometers long road at the North of Rajarhat connecting New Town, Kolkata with NH-34 (**Said Notification**). The Owner challenged the Said Notification by filing a Writ being W.P. No. 17498(w) of 2006 (**Said Writ**) before the Hon'ble High Court at Calcutta. The Said Writ was dismissed by a judgment dated 7<sup>th</sup> August, 2006 (**Said Judgment**). Being aggrieved by the Said Judgment in the Said Writ the Owner preferred an Appeal being M.A.T. 3582 of 2006 before the Hon'ble High Court at Calcutta (**Said Appeal**) challenging the Said Judgment wherein the Hon'ble High Court at Calcutta, by an order dated 1<sup>st</sup> November, 2006 (**Said Order**), disposed of the Said Appeal by directing the Owner to raise a formal objection against the Said Notification issued under section 4 of the Land Acquisition Act, 1894 and also directed respondent authorities to dispose of the same in accordance with law. Government of West Bengal preferred a Special Leave Petition before the Hon'ble Supreme Court of India being Special Leave Petition (Civil) No. 1348 of 2006 (**Said SLP**) challenging the Said Order. The

Said SLP was ultimately compromised by and between the parties to the Said SLP in terms of a Terms of Settlement wherein and whereunder Government of West Bengal agreed to release 1.27 acres out of the Mother Property.

- K) Pursuant to the above by a Notification no. 7/LA-/32 of 09-10 dated 09.04.2010 and Declaration No. JS-2381-LA/2R-19/10/4/32 (collectively **Said Proceedings**) the Government of West Bengal acquired 1.69 acres, comprised in R.S./L.R. Dag Nos. 3393, 3395, 3396, 3398, 3399, 3403, 3405, 3412, 3413 and 3416 out of the Mother Property (**Acquired Property**).
- L) In the circumstances mentioned herein the Owner remained as the owner of land measuring about 1.86 acres, comprised in R.S./L.R. Dag Nos. 3387, 3392, 3393, 3394, 3395, 3396, 3397, 3399, 3403, 3405, 3412, 3413 and 3416, recorded in C.S. Khatian Nos. 450 and 1413, corresponding to R.S. Khatian Nos. 68, 482, 1739, 1482, 1675, 2105, 1802, 5179, 5196 and 5200, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas and made structures thereon (i.e. Mother Property less Acquired Property) (**Larger Property**).
- M) The Owner thus became the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to the Larger Property and has duly mutated its name in the records of the BL&LRO under L.R. Khatian No. 3692 as well as in the records of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality) (**BMC**) as Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently BMC 5/148, Block-A, New 4), Jagardanga, Post Office Gopalpur, Kolkata – 700 136.
- N) The Owner intended to develop a portion of the Larger Property being land measuring about 94.5 Decimals i.e. 57 cottahs situated on the Western side of the road, comprised in R.S./L.R. Dag Nos. 3387, 3392, 3393, 3394, 3395, 3396, 3397, 3403, 3405 and 3412, recorded in C. S. Khatian Nos. 450 and 1413, corresponding to R. S. Khatian Nos. 68, 482, 1482, 1739 and 5179, corresponding to L. R.

Khatian No. 3692, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District North 24 Parganas, together with structures thereon, more fully described in **PART-I** of the **FIRST SCHEDULE** below (**Said Land**) and entered into a Development Agreement dated 28<sup>th</sup> September, 2011 (**Said Agreement**) with the Developer for development of the Said Land on the various terms and conditions contained therein.

- O) The Developer and the Owner have mutually decided to develop **ALL THAT** the land admeasuring 49.30 (Forty Nine Point Three Zero) cottahs equivalent to 81.5 Decimals [but by actual physical measurement 79.52 decimals equivalent to 48.11 Cottahs], more or less, together with structures thereon, in Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), comprised in R.S./L.R. Dag Nos. 3387, 3392, 3393, 3394, 3395, 3396, 3397 and 3412, recorded in C.S. Khatian Nos. 450 and 1413, corresponding to R.S. Khatian Nos. 68, 482, 1482, 1739 and 5179, corresponding to L.R. Khatian No. 3692, lying situate, lying at and being portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently BMC 5/148, Block-A (new-4)], Jagardanga, Post Office - Gopalpur, Kolkata – 700 136, within Ward No.05 of BMC, District North 24 Parganas, out of the Said Land more fully described in the **PART-II** of the **FIRST SCHEDULE** below and delineated on **Plan A** attached and bordered in colour **Red (Said Property)** by demolishing the existing building and structures standing thereon and by constructing a new building in its place in accordance with the building plan and sell the flats or apartments or units or commercial spaces to be built in the said new building on ownership basis or on lease or rent. The Developer and the Owner have further decided to keep the balance portion of the Said Land being **ALL THAT** land measuring about 14 Decimals, equivalent to 8.76 cottahs, comprised in R.S./L.R. Dag Nos. 3403 and 3405, recorded in C.S. Khatian No.450 and 1413, corresponding to L.R. Khatian No. 3692, lying situate, lying at and being portion of Municipal Holding No. AS/5/148/BL-A/2013-2014, Jagardanga, Post Office Gopalpur, Kolkata – 700 136, Ward No.05 of BMC, District North 24 Parganas, out of the Said Land, morefully described in **PART-III** of the **FIRST SCHEDULE**

below and delineated on **Plan B** attached and bordered in colour **Red**, out of the Said Land (**Retained Property**) for future construction as an addition to the Said Property.

- P) The Developer has caused the preparation of a building plan and has obtained the sanction of such building plan from BMC, being the **Building Permit No. BMC/RG/51/1465/14-15(6/7) dated 18.01.2017 (Building Plan)**, for the construction of B+G+VII new building at the Said Property in accordance with such Building Plan sanctioned by the BMC (“**the new Building**”).
- Q) The Owner and the Developer have entered into a Final Development Agreement dated 9<sup>th</sup> January, 2018 registered in the Office of the Additional Registrar of Assurance – IV, Kolkata and recorded in Book – I, Volume No. 1904-2018, Pages from 17400 – 17479 and being no. 00239/2018 (**Final Development Agreement**) for giving better clarity to the Said Agreement.
- R) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Property on which Project is to be constructed have been completed;
- S) The \_\_\_\_\_ has granted the commencement certificate to develop the project vide approval dated\_\_\_\_\_ bearing registration no. ;
- T) The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with **section 14 of the West Bengal Housing Industry Regulation Act, 2017** and other laws as applicable;
- U) The Developer has registered the Project under the provisions of the **West Bengal Housing Industry Regulation Act, 2017** with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no.\_\_\_\_\_.
- V) The Purchaser had applied for an apartment in the Project vide application no. dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_

having carpet area of \_\_\_\_\_ square feet, on the \_\_\_\_\_ floor in the new Building along with \_\_\_\_\_ (\_\_\_\_\_) Open/covered Car parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_square feet in the \_\_\_\_\_ **TOGETHER WITH** pro rata share in the common areas ("**Common Areas**") (hereinafter collectively referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan or the Apartment is annexed hereto and marked as **Schedule B**);

- W) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- X) 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;
- Y) 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;
- Z) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the Car Parking Space as specified in para V above.

**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:**

**DEFINITIONS**

In these presents the following terms or expressions shall have the following meanings assigned against each one of them.

**“ACT”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);



“**ADVOCATE**” shall mean a person or a firm of Advocates or Solicitors who may be appointed by the Developer from time to time.

“**AGREEMENT FOR SALE**” shall mean this agreement whereby the Purchaser(s) has/have agreed to purchase and acquire the SAID APARTMENT on ownership basis for the consideration and on the terms and conditions herein contained.

“**ARCHITECT**” shall mean M/s. Sukanya & Associates, FD 224, Sector 3, Salt Lake City, Kolkata, West Bengal 700106 or such other person or firm of architects whom the Developer may appoint from time to time as the project Architect to prepare necessary plans and to look after the construction of the new Building.

“**ASSOCIATION**” shall mean any Association of the apartment owners to be formed by the Developer upon completion of the new Building which shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 for rendering common services in the new Building, upkeep, maintenance and protection of the new Building and the Said Property.

“**BUILDING RULES, REGULATIONS AND RESTRICTIONS**” shall mean various rules and regulations to be observed and abided by each of the apartment owner/s/lawful occupants for better use and enjoyment of their respective apartment/commercial space(s), more particularly described in the **SIXTH SCHEDULE** hereunder written.

“**BUILDING PLAN**” shall mean the Building Permit No. BMC/RG/51/1465/14-15(6/7) dated 18.01.2017 including the elevations, designs, drawings and specifications of the building sanctioned by the BMC with subsequent variations, if any, to be sanctioned by the BMC.

“**CARPET AREA**” shall mean the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls and columns of the apartment.

**“COMMON PURPOSES”** shall mean and include the purpose of upkeep and management and maintenance of common part, portions and areas of the new Building, rendition of common services for use in common with all the co-owners, apportionment and collection of common expenses and all other purposes or matters in which the co-owners have common interest relating to the Said Property and the new Building being constructed thereon.

**“COMMON EXPENSES”** shall mean and include all expenses for the upkeep and management and maintenance of the new Building and the Said Property including the expenses incurred for rendition of common services to the co-owners and such common expenses more fully described in the **SEVENTH SCHEDULE** hereunder written which are to be borne and paid by all the apartment owners in proportion to the area of their respective apartment.

**“COMMON PARTS, PORTIONS AND AREAS”** shall mean and include staircases, lobbies, passage ways, lift, pump and pump room, Generator room, electric room, lift machine room, passages, driveways, lavatories etc. to be provided in the new Building, more fully described in **FOURTH SCHEDULE** save and except the pathway not forming part of Common Parts, Portions & Areas, shaded in ‘**BLUE**’ in **Plan E** annexed hereto and duly bordered thereon in ‘**RED**’.

**“COMMON FACILITIES/AMENITIES”** shall mean and include the facilities and amenities to be provided in the new Building only to the apartment owners more fully mentioned and described in **FIFTH SCHEDULE** hereunder written.

**“CO-OWNERS/LAWFUL OCCUPANTS”** shall mean all the purchasers/lessees/tenant of various apartments/commercial spaces comprised or contained in the new Building who have taken possession of their respective apartments/commercial spaces.

**“CLUB”** shall mean facilities provided to the owners of the residential apartments in the new Building for their physical fitness and also their mental relaxation and recreation and the facilities are available at the rooftop gymnasium, rooftop

swimming pool and community hall at the 1<sup>st</sup> Floor of the new Building on payment of subscription to the agency providing the facilities.

**“DEVELOPER”** shall mean PRUDENTIAL REALCON PRIVATE LIMITED including its successors-in-interest, executors, administrators and/or permitted assignees.

**“COMMERCIAL SPACES”** shall mean and include the front portion of the ground floor in the new Building to be utilized for commercial use facing the land delineated on Plan D attached and bordered in colour Red.

**“APARTMENTS”** shall mean the apartments comprised in the new Building being a separate or independent residential unit, whether self-contained or not, capable of being exclusively and independently held, occupied and enjoyed by the apartment owners.

**“OWNER”** shall mean SHIVAM INDUSTRIAL PARKS & ESTATES LIMITED including its successors-in-interest, executors, administrators and/or permitted assignees.

**“NEW BUILDING”** shall always be known and called ‘BELANI ZEST’, which is under construction at the Said Property consisting of B+G+VII Building having several apartments/constructed spaces/commercial spaces along with the car parking spaces capable of being independently transferred/leased out/rented and/or enjoyed and also some common areas and portions and facilities for use by all the apartment owners in common with each other.

**“PURCHASERS”** shall jointly mean \_\_\_\_\_; having permanent address at \_\_\_\_\_, who has entered into this Agreement as the Purchaser/s of the said Apartment No. \_\_\_\_\_.

**SAID PROPERTY** shall mean portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently forming portion of Holding No. BMC 5/148, Block-A, New 4), Jagardanga, Police Station Airport (formerly Rajarhat), Post Office Gopalpur, Kolkata-700136, within Ward No.05 of the BMC, District North 24

Parganas, more fully mentioned and described in the PART-II of FIRST SCHEDULE hereunder written.

**RETAINED PROPERTY** shall mean portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently portion of Holding No. BMC 5/148, Block-A, New 4), Jagardanga, Police Station Airport (formerly Rajarhat), Post Office Gopalpur, Kolkata-700136, within Ward No.05 of the BMC, District North 24 Parganas, more fully mentioned and described in the PART-III of FIRST SCHEDULE hereunder written

"**RULES**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

"**REGULATIONS**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

"**SAID APARTMENT**" shall mean the Unit No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ (\_\_\_\_\_) square feet and saleable area of \_\_\_\_\_ (\_\_\_\_\_) square feet, on the \_\_\_\_\_ Floor of the Building ("**new Building**"), along with \_\_\_(\_\_\_\_\_) number of \_\_\_\_\_ Car Parking Space on the \_\_\_\_\_, which the Purchaser(s) has/have agreed to purchase and acquire on ownership basis and the Developer and Owner have agreed to sell and transfer, more fully and particularly described in the SECOND SCHEDULE hereunder written.

"**SECTION**" means a section of the Act.

"**SPECIFICATIONS**" shall mean and include the specifications of construction/materials/finishes to be provided and/or utilized by the Developer at its costs in constructing the new Building at the Said Property, more fully described in the **EIGHTH SCHEDULE** hereunder written.

—A reference to a statutory provision includes a reference to any modifications consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

Any reference to this agreement or any of the provisions thereof includes all amendments and modifications and/or alterations mutually made in writing to this agreement from time to time.

The Schedules shall have effect and be construed as an integral part of this Agreement.

Words importing 'Masculine Gender' shall according to the context mean every other gender.

Words importing 'Singular Number' shall according to the context mean the 'Plural Number' and vice versa.

The headings in this agreement are inserted for the convenience of reference and shall be ignored in interpretation and construction of this agreement.

**1 TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment as specified in Para V.

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

1.3 The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment;

1.4 The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer 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 Developer, by whatever name called)

up to the date of handing over the possession of the apartment to the Purchaser and the project to the association of Purchasers or the competent authority, as the case may be, after obtaining the completion certificate;

1.5 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change / modification;

1.6 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 Purchaser;

1.7 The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in 1.2 above and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.8 The Total Price of the completed Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of Paris/gypsum plaster, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude tax paid or payable by the Developer 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 Developer, by whatever name called and maintenance charges.

1.9 The Total Price is escalation-free, save and except increases which the Purchaser 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Purchaser.

1.10 The Purchaser shall make the payment as per the payment plan set out in **Third Schedule ("Payment Plan")**. In addition to the Total Price as defined in 1.2 above, the Purchaser(s) shall also pay to the Developer the following amounts within 30 (thirty) days of receipt of said Notice from the Developer.

- a) ...../- (Rupees ..... only) and applicable taxes as leviable from time to time for installation and maintenance of HT/LT infrastructure.
- b) The actual security deposit as may be payable to **WBSEDCL**. for obtaining electric connection for the SAID APARTMENT in the name(s) of the Purchaser(s).
- c) All stamp duty, registration fees and miscellaneous expenses for execution and registration, of the Deed of Conveyance and other documents to be executed and/or registered in pursuance hereof.
- d) The Purchaser(s) shall also pay to the Developer **Rs. 5,000/- (Rupees Five Thousand Only)** and applicable taxes as leviable from time to time towards proportionate cost for formation and registration of the Owners' Association for management, maintenance and protection of the new Building.

- e) Rs. ....../- (Rupees ..... only) and applicable taxes as leviable from time to time towards proportionate cost for installation of generator for supplying 1000/1500 watts.
- f) Rs. ....../- (Rupees ..... only) and applicable taxes as leviable from time to time as non-refundable and non-adjustable sum for the Club for residents of Belani Zest in Belani Zest.
- g) The Purchaser shall be liable to pay a consolidated sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only and applicable taxes as leviable from time to time as legal charges for preparation of this Agreement and the Deed of Conveyance to be executed in pursuance hereof out of which one-half shall be paid by the Purchaser at or before the execution hereof and the balance half 30 days' before the execution and registration of the Deed of Conveyance in favour of the Purchaser.

The Purchaser(s) shall also deposit with the Developer before taking possession of the said Apartment -

- a) A sum of Rs. ....../- (Rupees ..... only) towards maintenance charges deposit.
- b) A sum of Rs. ....../- (Rupees ..... only) towards municipal rates and taxes.
- c) A sum of Rs. ....../- (Rupees ..... only) towards Sinking Fund for meeting any capital expenditure or replacement of any common asset of the new Building.

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



Developer may make such minor addition/s or alteration/s as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Purchaser for extra charges, if any, as may be applicable for such addition alteration.

1.12 Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.13 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer, If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than 3(Three) Percent of the carpet area of the apartment, allotted to Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Third Schedule . All these monetary adjustments shall be made at the same rate per square feet as agreed herein.

1.14 Subject to Applicable Laws, during the construction of the said Apartment, if the Purchaser desires to have any additional modification or changes in the specifications of the said Apartment, the Purchaser shall communicate the same to the Developer in writing, and if the Developer agrees to such modifications or changes it shall then estimate the tentative cost (hereinafter referred to as “**Additional Cost**”) to be incurred for such modifications or changes and intimate the amount of the Additional Cost to the Purchaser. The Developer shall carry out such modifications or changes in the said Apartment only after receiving the estimated Additional Cost over and above the Total Price along with an additional amount of INR \_\_\_\_\_/- (Indian Rupees

----- Only), together with taxes and charges, as applicable, towards architectural sanctions and other costs and expenses for obtaining sanction for such change/s or modification/s plus applicable goods and services tax (GST). Provided that, any decision as to additional modification or changes in the specifications of the said Apartment are subject to sole discretion of the Developer which shall be final and binding on the Purchaser.

1.15 Upon the written request of the Purchaser, the Developer, at its sole discretion, may agree to provide the Purchaser with the Apartment in stripped down condition and allow such proportionate deduction in price as it may deem fit, for the fittings and fixtures not provided by the Developer, subject to the Purchaser's adherence to the layout plan provided by the Developer.

1.16 Subject to **para 9.3** the Developer agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- (i) The Purchaser shall have exclusive ownership of the Apartment;
- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 Developer shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (i) The Purchaser has the right to visit the project site to assess the extent of development of the project and his/her/its Apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.16.1 It is made clear by the Developer and the Purchaser agrees that the Apartment along with the Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project

covering the said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

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

1.16.3 The Purchaser has paid a sum equivalent to **10% of the total price** as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan under Third Schedule as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Purchaser 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 Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the

Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of PRUDENTIAL REALCON PVT. LTD. payable at KOLKATA

**3) COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- (i) The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the applicable laws, The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Purchaser 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 Developer shall be issuing the payment receipts in favour of the Purchasers only.

**4) ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**5) TIME IS ESSENCE:**

The Developer 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 Purchaser and the common areas to the Association of Purchasers, upon its formation and registration.

**6) CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the Competent Authority, as represented by the Developer. The Developer shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer 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 Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

**7) POSSESSION OF THE APARTMENT:**

**7.1 Schedule of Possession of the said Apartment** - The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be, is

the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within **31st December, 2020** 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 and/or any other unforeseen conditions/circumstances beyond Developer's control ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

**7.2 Procedure for taking possession** - The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within two months from the date of issuance of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/Association of Purchasers, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over photocopy of the completion certificate of the Project to the Purchaser at the time of conveyance of the same.

**7.3 Failure of Purchaser to take Possession of Apartment** - Upon receiving a written intimation from the Developer as per para 7.2, the Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2 such Purchaser shall continue to be liable to pay interest on the amount due and payable in terms of this Agreement, maintenance

charges interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs. \_\_\_\_\_/- per month or part thereof for the period of delay of taking possession.

7.4 **Possession by the Purchaser**- After obtaining the completion certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the Association of Purchasers' upon its formation and registration;

Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the Association of Purchasers' within **30(Thirty)** days' after obtaining the completion certificate.

7.5 **Cancellation by Purchaser** - The Purchaser shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within **45 days'** of such cancellation or the SAID APARTMENT is resold to any other Purchaser and subject to Purchaser executing necessary document for revocation of the Sale Agreement executed by him/her with the Developer for allotment/purchase of apartment whichever is later and the Purchaser shall pay/bear all cost for execution and registration of that revocation document.

7.6 **Compensation** - The Developer shall compensate the Purchaser 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 Developer 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 its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **45 (Forty Five) days'** of it becoming due;

Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay to the Purchaser, 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 Developer to the Purchaser within 45(forty- five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Purchaser as follows:

- i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite authority and 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 Developer 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 Property or the Project:
- iv) There are no litigations pending before any Court of law or Authority with respect to the said Property, Project or the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall,



- at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and Apartment and common areas;
- vi) The Developer 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 Purchaser created herein, may prejudicially be affected.
  - vii) The Developer 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 Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
  - viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.
  - ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of Purchasers upon its' formation and registration;
  - x) The said 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 said Property;
  - xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of the apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers;
  - 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 Developer 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 Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para '**ready to move in possession**' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of **all specifications, amenities and facilities**, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Purchaser stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within **45 (Forty Five) days'** of receiving the termination notice;

Provided that where a Purchaser does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Developer, 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 Developer to

the Purchaser within **45 (Forty-Five) days'** of it becoming due.

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

- (i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay to the Developer, interest at the rate of State Bank of India Prime Lending Rate **(SBIPLR) + 2% (Two Percent) per annum** or such other rate of interest as may be prescribed from time to time under Applicable Laws, on all delayed payments which become due and payable by the Purchaser/s under the terms of this Agreement from the date the amount is payable by the Purchaser/s for the period of delay.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond **3(Three) consecutive months'** after notice from the Developer in this regard, the Developer may upon 30 days' written notice cancel the allotment of the Apartment in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminate;

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Developer, on receipt of Total Price of the Apartment under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months' from the date of issuance of the completion certificate, to the Purchaser.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the Purchaser Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice,

the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her/its favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser.

10.1 **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Developer 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 Purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance will be paid/borne by the Purchaser from the date of obtaining completion certificate till handover of maintenance of the project to the association of Purchasers and thereafter to the association of Purchasers.

11. **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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of obtaining completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the above said responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

12. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/maintenance agency/Association of Purchasers shall have rights of unrestricted access of all Common Areas and parking spaces for providing

necessary maintenance services and the Purchaser agrees to permit the Association of Purchasers 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.

13. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within BELANI ZEST, 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 Purchaser 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 Purchasers formed by the Purchasers for rendering maintenance services.

14. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

14.1 Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its 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.

14.2 The Purchaser 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 facade of the Building or anywhere on the exterior of the Project,

buildings therein or Common Areas. The Purchasers 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 Purchaser 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 Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment.

14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14.4 That on and from the date of possession of the SAID APARTMENT/unit, the Purchaser shall observe and perform such Common rules and restrictions on his/her/its part as more fully mentioned in **the 6<sup>th</sup> Schedule**:

15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:**

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

16. **ADDITIONAL CONSTRUCTIONS:**

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

17. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer 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 Purchaser who has

taken or agreed to take such Apartment.

18. **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within **30 (thirty) days'** from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith excluding the booking amount and Goods and Services Tax paid thereon shall be returned to the Purchaser without any interest or compensation whatsoever once the SAID APARTMENT is resold to any other Purchaser and subject to Purchaser executing necessary document for revocation of the Sale Agreement executed by him/her with the Developer for allotment/purchase of apartment.

19. **ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/building, as the case may be.

20. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:**

21.1 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 Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21.2 Prior to registration of the conveyance deed for the Apartment, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Developer (other than in the event of death of the Buyer) except upon payment of a transfer fee @ 2% (two percent) of the Total Price or the then prevailing market price of the Apartment, whichever is higher, to the Developer, provided that the Purchaser has cleared all his/her/its dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Provided further that the aforesaid transfer fee shall not be payable in case of transfer to the spouse or child or parents of the Purchaser. It is further clarified that inclusion of a new joint purchasers or change of a joint purchaser shall be treated as a transfer unless such joint purchaser is the spouse or child or parent of the original Purchaser. In the event the Purchaser is desirous of transferring the Apartment to the spouse or child or parents of the Purchaser, such transfer may be permitted by the Developer in its sole discretion, but only upon payment of INR \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_), provided that the Purchaser has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be on the execution and registration of an agreement of sale by the transferee, the Developer and the Owner, the costs for which shall be borne by the transferee.

**22. WAIVER NOT A LIMITATION TO ENFORCE:**

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers. 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.

**23. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser 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.

**25. 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.

26. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

27. **NOTICES:**

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

\_\_\_\_\_ Name of Purchaser

\_\_\_\_\_ (Purchaser Address)

M/s \_\_\_\_\_ Developername

\_\_\_\_\_ (Developer Address)

It shall be the duty of the Purchaser and the Developer 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 Developer or the Purchaser, as the case may be.

28. **JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser 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 Purchasers.

29. **SAVINGS:**

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

30. **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.

31. **DISPUTE RESOLUTION:**

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(SAID LAND)**

ALL THAT land measuring about 94.5 Decimals i.e. 57 cottahs situated on the Western side of the road, comprised in R.S./L.R. Dag Nos. 3387, 3392, 3393, 3394, 3395, 3396, 3397, 3403, 3405 and 3412, recorded in C. S. Khatian Nos. 450 and 1413, corresponding to R. S. Khatian Nos. 68, 482, 1482, 1739 and 5179, corresponding to L. R. Khatian No. 3692, Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), District

North 24 Parganas, together with structures thereon lying situate at and being portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently portion of BMC 5/148, Block-A, (new-4)], Jagardanga, Post Office Gopalpur, Kolkata-700136, within Ward No.05 of BMC, District North 24 Parganas and butted and bounded as:

**ON THE NORTH:** PARTLY BY R.S./L.R. DAG NO. 3380 AND PARTLY BY R.S./L.R. DAG NO. 3415.

**ON THE EAST:** BY PUBLIC ROAD CONNECTING NEW TOWN KOLKATA WITH BARASAT BYE-PASS (NH-34).

**ON THE SOUTH:** BY R.S./L.R. DAG NO. 3404.

**ON THE WEST:** PARTLY R.S./L.R. DAG NO. 3404(P), 3386(P), 3388(P) and 3391(P).

**PART-II**  
**(SAID PROPERTY)**

ALL THAT land admeasuring 49.30 (Forty Nine Point Three Zero) cottahs equivalent to 81.5 Decimals [but by actual physical measurement 79.52 decimals equivalent to 48.11 Cottahs], more or less, together with structures thereon, in Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), comprised in portions of R.S./L.R. Dag Nos. 3387, 3392, 3393, 3394, 3395, 3396, 3397 and 3412, recorded in C.S. Khatian Nos. 450 and 1413, corresponding to R.S. Khatian Nos. 68, 482, 1482, 1739 and 5179, corresponding to L.R. Khatian No. 3692, lying situate at and being portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently portion of BMC 5/148, Block-A, (new-4), Jagardanga, Post Office Gopalpur, Kolkata-700136, within Ward No.05 of BMC, District North 24 Parganas and delineated on Plan A attached and bordered in colour Red thereon and butted and bounded as follows:

**ON THE NORTH:** PARTLY BY R.S./L.R. DAG NO. 3380 AND PARTLY BY R.S./L.R. DAG NO. 3415.

**ON THE EAST :** BY PUBLIC ROAD CONNECTING NEW TOWN

KOLKATA WITH BARASAT BYE-PASS (NH-34).

**ON THE SOUTH :** BY R.S. DAG NO. 3404.

**ON THE WEST:** PARTLY R.S. DAG NO. 3404(P), 3386(P), 3388(P) AND  
3391(P).

**PART-III**

**(RETAINED PROPERTY)**

ALL THAT land admeasuring 8.76 (eight point seven six) cottahs equivalent to 14 Decimals, more or less, together with structures thereon, in Mouza Gopalpur, J.L. No. 2, Police Station Airport (formerly Rajarhat), comprised in portions of R.S./L.R. Dag Nos. 3403 and 3405, recorded in C.S. Khatian Nos. 450 and 1413, corresponding to L.R. Khatian No. 3692, lying situate, lying at and being portion of Municipal Holding No. AS/5/148/BL-A/2013-2014 (presently portion of BMC 5/148, Block-A, (new-4), Jagardanga, Post Office Gopalpur, Kolkata-700136, within Ward No.05 of BMC, District North 24 Parganas and delineated on Plan B attached and bordered in colour Red thereon and butted and bounded as follows:

**ON THE NORTH :** BY R.S./L.R. DAG NO. 3397

**ON THE EAST:** BY PUBLIC ROAD CONNECTING NEW TOWN KOLKATA  
WITH BARASAT BYE-PASS (NH-34)

**ON THE SOUTH :** BY R.S. DAG NO. 3404

**ON THE WEST :** PARTLY R.S. DAG NO. 3404(P) AND 3387(P)

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ISAID APARTMENT I**

ALL THAT Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor having Carpet Area of \_\_\_\_\_

(\_\_\_\_\_) square feet (be the same a little more or less) and saleable area of \_\_\_\_\_ (\_\_\_\_\_) square feet, comprising of \_\_\_\_ (\_\_\_\_) Bedrooms, \_\_\_\_ (\_\_\_\_) Kitchen, \_\_\_\_ (\_\_\_\_) Bathrooms, \_\_\_\_\_ (\_\_\_\_) Balconies and a Living – Cum – Dining TOGETHER WITH a pro rata share in the Common Areas and TOGETHER WITH \_\_\_\_ (\_\_\_\_) Covered/Open Car Parking Space AND the SAID APARTMENT is delineated in the plan annexed hereto as Annexure – B, duly bordered thereon in ‘RED’.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**[CONSIDERATION & PAYMENT SCHEDULE]**

**PAYMENT PLAN**

The Purchaser has/have agreed to pay to the Developer a total sum of **INR .....**/- (**Indian Rupees .....** only) and applicable taxes as leviable from time to time towards Total Price of the said Apartment and Charges and Deposits, which shall be paid by the Purchaser to the Developer in the following manner:-

<b>Sl.</b>	<b>Description</b>	<b>Percentage</b>
<b>1.</b>	<b>On Booking</b>	<b>10% of Total Price</b>
1	<b>On Agreement</b>	<b>10% of Total Price + 50% of the Legal Charges detailed in Clause 1.10(g) above</b>
2	<b>On Completion of Piling</b>	<b>5% of Total Price</b>
3	<b>On Completion of Foundation</b>	<b>5% of Total Price</b>
4	<b>On completion 1<sup>st</sup> Floor Casting</b>	<b>5% of Total Price</b>

5	<b>On completion of 2<sup>nd</sup> Floor Casting</b>	<b>5% of Total Price</b>
6	<b>On completion of 3<sup>rd</sup> Floor Casting</b>	<b>5% of Total Price</b>
7	<b>On completion of 4<sup>th</sup> Floor Casting</b>	<b>5% of Total Price</b>
8	<b>On completion of 5<sup>th</sup> Floor Casting</b>	<b>5% of Total Price</b>
9	<b>On completion of 6<sup>th</sup> Floor Casting</b>	<b>5% of Total Price</b>
10	<b>On completion of 7<sup>th</sup> Floor Casting</b>	<b>5% of Total Price</b>
11	<b>On Completion of the Inside Plaster of the Apartment</b>	<b>10% of Total Price</b>
12	<b>On Completion of the Flooring of the Apartment</b>	<b>10% of Total Price</b>
13	<b>On Possession</b>	<b>15% of the Total Price + Charges +Deposits (Balance 50% of the Legal Charges detailed in Clause 1.10(g) above</b>

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON PARTS, PORTIONS & AREAS]**

1. The foundations, columns, girders, beams, supports, halls, corridors, entrance lobby, stairs, stairways, landings, entrances, exits and pathways;
2. Drains and sewers from the Said Property to the Municipal ducts;
3. Water sewerage and drainage evacuation pipes from the individual apartments to drains and sewers common to the Said Property;
4. Toilets in the ground floor of the new Building for the use by drivers, Durwans and servants of the new Building;
5. Boundary walls of the Said Property including outer side of the walls of the new Building and main gates;
6. Water pump room, lift machine room, elevators, motors, compressors pipes and ducts and in general all apparatus and installations existing for common use;

7. Overhead water tanks (concrete) and underground water reservoir, water pipes and other common plumbing installations and spaces required thereto;
8. Electrical wiring meters and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular apartment and also excluding the land and the pathway not forming part of Common Parts, Portions & Areas, shaded in 'BLUE' in PLAN E annexed hereto and duly bordered thereon in 'RED' and the space required thereto;

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON FACILITIES/AMENITIES]**

1. Intercom system and telephone cables
2. Water pump and water supply system in all the apartments.
3. Transformer (if installed), electrical wiring meters and fittings and fixtures for lighting of the common areas and the spaces required thereof.
4. Lift and its accessories, installations required thereof.
5. Fire-fighting system as per the requirement of West Bengal Fire Services department
6. Stand by generator power connection (at an extra cost) during power failure.
7. Rooftop Gymnasium.
8. Rooftop Swimming Pool
9. Community Hall on the 1st Floor

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[BUILDING RULES, REGULATIONS AND RESTRICTIONS]**

For better enjoyment of the apartment by the apartment owners and for better upkeep,



management and protection of the new Building and the Said Property, the Developer has framed the following common rules and restrictions to be observed by all the apartment owners and/or occupiers of the apartments.

a) To co-operate with the Developer in the management and maintenance of the new Building.

b) To observe the rules framed from time to time by the Developer and upon formation of the Apartment Owners' Association, by such Association for quiet and peaceful enjoyment of the SAID APARTMENT and the new Building;

c) To allow the Developer with or without workmen to enter into the SAID APARTMENT for the purpose of maintenance and repairs.

d) To deposit the amounts reasonably required with the Developer and upon formation of Association, with such Association, towards the liability for municipal rates and taxes and other outgoings.

e) To pay charges for electricity and other utilities in or relating to common parts.

g) Not to sub-divide the SAID APARTMENT or car parking space or any portion thereof.

h) Not to do any act deed or thing which may obstruct the construction and completion of the new Building at the Said Property in any manner whatsoever and notwithstanding any temporary obstructions in the Purchaser's enjoyment of the SAID APARTMENT.

i) Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the SAID APARTMENT or in the compound or any portion of the new Building, except garbage space to be provided for on the ground floor of the new Building.

Not to do or cause anything to be done in or around the SAID APARTMENT which may cause or tend to cause or effect or damage to any flooring or ceiling of the SAID APARTMENT or any other portion over or below the SAID APARTMENT or adjacent to the SAID APARTMENT or in any manner interfere with use, rights and enjoyment thereof or of any open spaces passages or amenities available for common use.

k) Not to damage nor interfere with any common areas, part, portions and facilities as

described in the FOURTH AND FIFTH SCHEDULES hereinabove.

l) Not to damage or demolish or cause to be damaged or demolished the SAID APARTMENT or any part thereof at any time or the fitting and fixtures thereto.

m) Not to make any alteration and addition to the electrical installation of the SAID APARTMENT nor to connect any apparatus thereto which might endanger or overload the said installation or any part thereof

n) Not to close or permit the closing of Verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandah, lounge or any external walls of the SAID APARTMENT or both the faces of the external doors and windows including grill of the SAID APARTMENT which in the opinion of the Developer differs from the colour scheme of the new Building or elevation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the new Building.

o) Not to put any grill projecting outside the windows of the SAID APARTMENT nor put or hang clothes or articles on the railing or outside any of the windows and if done, the Developer and/or the Association or any person authorized by any of them shall be entitled to pull it down and store the same entirely at the risks and costs of the Purchaser without being liable for any trespass and not to install any fittings or fixtures which will be projecting outside the windows of the SAID APARTMENT.

p) Not to replace the main door and the entrance or put any collapsible gate at the entrance from the lobby to ensure the symmetrical look of the new Building without the written consent of the Developer.

q) Not to open any other window or make any other opening for fixing and installation of the air conditioner other than the designated places.

r) Not to do or permit to be done any act or thing which may render void or make voidable insurance in respect of the SAID APARTMENT or any part of the new Building or cause increased premium to be paid in respect thereof if the new Building is insured.

s) Not to make in the SAID APARTMENT any structural addition and/or alterations such as in beams columns partition walls etc. or improvements of permanent nature except

with the prior written approval of the Sellers and with the due sanction from BMC and/or any other concerned authority.

t) The Purchaser shall not fix or install any antenna on the roof/terrace of the new Building nor shall fix any window antenna, however the Purchaser at his/her/their/its costs shall be entitled to avail of the Central Antenna/Cable facilities and also to the other co-owners of the apartments in the new Building.

u) Not to use the car parking space or permit the same to be used for any other purposes whatsoever other than parking of his/her/their/its own car and also not to enclose the parking space.

v) Not to park his/her/their/its car on the pathway or open spaces of the new Building or at any other place except the space allotted to him/her and shall use the pathway as would be decided by the Developer and/or the Association.

w) Not to use the SAID APARTMENT or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the new Building or to the occupiers of the neighboring premises or for any illegal or immoral purposes nor as a boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or in any part thereof and shall keep it always open as before, nor permit dwelling or staying of any person in the car parking space nor shall use the car parking space as the storing place.

x) Not to put or attach any machinery or heavy article on the beams, columns of the SAID APARTMENT which has the effect of affecting the structural stability of such beams or columns nor to install or store any heavy machinery or articles in the SAID APARTMENT.

y) The Purchaser can only carry on the interior decoration works etc. in the SAID APARTMENT between 10 am to 6 pm on working days only i.e. excluding Sundays and holidays.

z) The Purchaser shall always keep the SAID APARTMENT in good substantial repair and condition.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**COMMON EXPENSES**

The Purchaser shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the new Building and the Said Property such apportionment shall be made by the Developer and/or the Association in proportion to the area of each apartment.

1. All costs of maintenance, operations, repairs, replacements, services, and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures fittings electrical wiring and equipment in under or upon the new Building enjoyed or used in common by the occupiers of the new Building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security men, electrician, maintenance staff, plumber, administration staff, accountants, clerks, bill collectors, gardeners, sweepers, liftman etc.
3. Payment of insurance premium for insuring the said new Building and every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc. and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services in common parts portions and areas of the new Building and also the charges incurred due to loss of electricity while in transmission to the each of the apartment in the new Building.
5. Municipal rates and taxes for common part portions and areas and also for the SAID APARTMENT until it is separately assessed and wholly upon the SAID APARTMENT being separately assessed.
6. All operational and maintenance costs for maintaining the various plants and

equipment like lifts, generator water pump, transformer (if any).

7. All such other expenses and outgoings as are deemed by the Developer and/or the Association/ to be necessary for or incidental to for replacement renovation painting or repairing of common parts and portions in particular and also for upkeep of the new Building and the Said Property in general and also for rendition of the utility services.

#### **THE EIGHTH SCHEDULE ABOVE REFERRED**

##### **[SPECIFICATIONS]**

The specifications given below are the minimum standard of materials/ finishes that will be used in construction of the new Building and any of the same may be replaced by the Sellers by way of substitution or using better quality materials:-

#### **EXTERNAL & COMMON AREAS**

1. Building: Earthquake resistant RCC Framed Structure.
2. Foundation :Pile Foundation as per relevant IS Code.
3. Walls : 250 mm thick external brick walls and 125 mm thick internal partition walls with cement and sand mortar.
4. Entrance lobby: Entrance lobby shall be finished with Granite/Marble flooring. Staircase will be of Kota/IPS finish.
5. Lift: Four numbers of Eight passenger elevators of OTIS/KONE or equivalent.
6. Water Supply: Municipal water (as and when available) in RCC underground tank of adequate capacity. Water will be pumped to the overhead tank with pump. There will be a water treatment unit. Additionally, Bore well water will be provided after getting the approval of BMC or appropriate authority.
7. Fire Fighting: Necessary Fire fighting equipment as per West Bengal Fire Fighting norms shall be provided.
8. Boundary wall: Brick masonry boundary wall with compound gates.
9. D. G. Set: Back-up power in the form of Diesel Generator of required capacity will be provided for all essential services and common areas. Provision for 1000 Watts power

backup for 2BHK apartment and 1500 Watts power backup for 3BHK apartment.

10. Security System: CCTV Camera and Round the clock security personnel along with intercom for all the apartments and common areas.

### **INTERNAL FINISHES OF THE APARTMENT**

1. Flooring: Quality Vitrified tiles in all bedrooms, kitchen and Living/Dining area 2X2 Kajaria/NITCO/Johnson or equivalent make. Toilet floors will be of non-skid ceramic tiles.

2. Internal finish :High quality Putty Punning on cement plaster.

3. Doors & Windows: Sal Wood door frames with flush door shutters from Green Ply/Century Ply or equivalent make with night latch and magic eye for the main door. For internal doors painted flush door shutters from Green Ply/Century Ply or equivalent with door stoppers. Balcony doors shall be anodized Aluminum sliding doors with glass. Windows will be made of anodized aluminum sliding windows fitted with glass as per the architect's advice.

4. Kitchen: 24" wide Granite platform counter with single stainless steel sink. Necessary sink cocks of Jaquer, Kohler or equivalent make and Vitrified tiles upto a height of 2' above the Kitchen counter.

5. Toilets : White sanitary ware of Hindware/Parryware or equivalent make, commode, cistern, basin. CP fittings of Jaquer, Kohler or equivalent make in all the toilets. The walls of the toilets shall be finished with ceramic tiles upto a height of 7' from the floor. Hot and cold water pipe lines shall be provided. Glass Shower cubicle and 15 Liters Geyser shall be provided in the master toilet.

6. Plumbing: Concealed Internal water pipes in toilets and kitchen with best quality CPVC pipes of repute make. All soil, waste and rain water pipe lines will be of UPVC pipes of repute make of necessary diameter.

7. Electrical: All Apartments will be provided Concealed insulated multi strand fire retardant copper wire from Polycab / Mescab or equivalent make with latest modular switches from Crabtree / Anchor / Legrand or equivalent make. Adequate numbers of

plug points, light points and fan points with regulators and distribution boards with MCB shall be provided along with cable TV/DTH points, phone points and intercom points. Provision for split AC in all Bedrooms, Living & Dining area; Socket for TV cable/DTH connection; Washing Machine Point in Balcony.

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 OWNER at Kolkata:

.....

SIGNED SEALED AND DELIVERED

By the DEVELOPER at Kolkata:

.....

SIGNED SEALED AND DELIVERED

By the BUYERS at Kolkata:

.....