

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this _____ day of _____,

BETWEEN

1. **SRI. NARAYAN CHANDRA SAHA (PAN NO. AMAPS2255H)**, son of Late Najul Chandra Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Q-31, Kamdahari Purba Para, P.O. Garia, P.S. formerly Regent Park presently Bansdroni, Kolkata-700084, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Vendor/Land Owner represented by his Constituted Attorney **SRI. SOUMYAJIT MAITI (PAN NO. AYNPM6694H)**, son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084, by virtue of a registered General Power of Attorney dated 13th day of February, 2020 which was duly registered in A.D.S.R., Alipore, South 24 Parganas and entered in Book No.I, Volume No.1605-2020, Page from 28304 to 28321, being No.160500754 for the year 2020.

And

2. **SRI. SOUMYAJIT MAITI (PAN NO. AYNPM6694H) (ADHAR NO. 411907354656)**, son of Sri Ranjit Kumar Maity, by faith-Hindu, by Nationality – Indian, by Occupation – Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, is carrying his business under the name and style of **M/S. SOUMYA CONSTRUCTION (PAN NO. AYNPM6694H)**, a Proprietorship Firm, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24 Parganas.
(**Promoter**, which expression shall include its successors and assigns and/or assigns)

And

3. _____

(**Allottee**, which expression shall include his/her heirs, executors, administrators, successors-in- interest and permitted assigns)

Owners, Promoter and Allottee referred to as such or as **Party** and collectively **Parties**.

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.

A. WHEREAS:

1. One **Purnamoyee Dasi @ Purna Shashi Dasi** was the owner of 65 decimals of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas.
2. After demise of said Purnamoyee Dasi @ Purna Shashi Dasi her three daughters namely **Surabala Dasi**, **Nanibala Dasi** and **Anila Bala Dasi** sold the said land to one **Rohini Karmakar @ Rohini Kanta Karmakar @ Mohini Kanta Karmakar** by virtue of a Deed of Conveyance which was duly registered on 1st day November, 1939 and the said deed was recorded in Book No.I, Volume No. 21 Page from 191 to 195, being No. 1236 for the year 1939.
3. The said Rohini Karmakar @ Rohini Kanta Karmakar @ Mohini Kanta Karmakar was died on 5th Ashar,1348 leaving behind his one and only son namely **Madhusudhan Karmakar** as his only legal heirs and successors.
4. The said Madhusudhan Karmakar sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas to one **Brajabala Bhowmick**, wife of Ramanath Bhowmick of 7, Zarip Lane, Bidon Street by virtue of a Deed of Conveyance which was recorded in Book No.I, Volume No. 35, Page from 254 to 257, being No. 2000.
5. After purchasing the said plot of land said Brajabala Bhowmick assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **93, Kmadahari Purbapara and Assessee No. 31-111-12-0093-6** and also constructed structure in her premises.
6. As while being enjoying her property said **Brajabala Bhowmick** gifted / bequeathed her property to her five sons namely **Raghunath Bhowmick, Baidyanath Bhowmick, Debnath Bhowmick, Suryanath**

Bhowmick (being deceased) and **Basudeb Bhowmick** by virtue of a Deed of Gift which was recorded in Book No.I, Volume No. 16, Page from 3465 to 3492, being No. 5338 for the year 2008 and the said one son namely **Suryanath Bhowmick** was died intestate leaving behind his wife namely **Chaya Bhowmick**, one son namely **Sudip Bhowmick** and one daughter namely **Sudipta Bhowmick** and they inherited the 1/5th share of the total property of **Brajabala Bhowmick**.

7. The said **Raghunath Bhowmick, Baidyanath Bhowmick, Debnath Bhowmick, Basudeb Bhowmick, Chaya Bhowmick, Sudip Bhowmick** and **Sudipta Bhowmick** sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdrone, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.93, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas to **Narayan Chandra Saha, Krishna Saha, Gobinda Saha, Subhash Saha, Tapas Saha** and **Pradip Saha** by virtue of a Deed of Conveyance which was duly registered in the Office of D.S.R.I. at Alipore on 6th day of December, 2017 and recorded in Book No.I, Volume No.1601, being No. 3636 /2017.
8. While possessing the said plot of land Krishna Saha, Gobinda Saha, Subhash Saha, Tapas Saha and Pradip Saha gifted / bequeathed their 5/6 share of total land and structure standing thereon to Narayan Chandra Saha by virtue of a Deed of Gift which was duly registered in the Office of A.D.S.R. at Alipore, recorded in Book No. I, being No. 0873 for the year 2018 and the said Narayan Chandra Saha became the absolute owner of 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land and structure standing thereon lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdrone, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.93, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas.
9. The said Madhusudhan Karmakar was died intestate leaving behind his wife Charu Bala Dasi and five sons namely Anantalal Karmakar, Haripada Karmakar, Bishnupada Karmakar, Krishnapada Karmakar and Bhakanath Karmakar as his only legal heirs and successors who sold 2 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdrone, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to one Durga Rani Roy by virtue of a Deed of Conveyance which was duly registered in the Office of S.R. Alipore on 19th day of January, 1950 and recorded in Book No.I, Volume No. 91, Page from 170 to 173, being No. 5391/1950.
10. After purchasing the said plot of land said Durga Rani Roy assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **91, Kamdahari Purbapara and Assessee No. 31-111-12-0013-2** and also constructed 1300 sq.ft. pucca structure in her

premises.

11. After that said Durga Rani Roy sold, conveyed, transferred 2 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No. 91, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to Narayan Chandra Saha by virtue of a Deed of Conveyance which was duly registered in the Office of A.D.S.R. Alipore on 13th day of June, 2008 and recorded in Book No.I, CD Volume No. 22, Page from 225 to 239, being No. 4901/2009.
12. The said Madhusudhan Karmakar sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to Kamala Bala Roy wife of Nripendranath Roy by virtue of a Deed of Conveyance which was duly registered in the Office of D.R. Alipore on 17th day of May, 1949 and recorded in Book No.I, Volume No. 31, Page from 251 to 254, being No. 1999/1949.
13. After demise of said Madhusudhan Karmakar his five sons namely Anantalal Karmakar, Haripada Karmakar, Bishnupada Karmakar, Krishnapada Karmakar and Bhakanath Karmakar as his legal heirs and successors sold 00 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to the said Kamala Bala Roy by virtue of a Deed of Conveyance which was duly registered in the Office of D.R. Alipore on 13th day of May, 1950 and recorded in Book No.I, Volume No. 91, Page from 174 to 177, being No. 4892/1950 and the said Kamal Bala Roy became the absolute owner of 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas.
14. After purchasing the said two plots of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas the said Kamla Bala Roy sold to one Kanailal Rana son of Achintya Kumar Rana by virtue of a Sale Deed registered in the

- office of R.A. Calcutta on 31st day of July, 1992 and recorded in Book No.I, being No. 14749 for the year 1992.
15. The said Kanailal Rana sold the said plot of land to Smt Bithi Saha and Prabir Kumar Saha on 12.06.1995 in the office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.26, being No.1106 for the year 1995.
 16. After purchasing the said plot of land said Smt Bithi Saha and Prabir Kumar Saha assessed their property and mutated their names in the record of Kolkata Municipal Corporation and their property was known and numbered as **92, Kamdahari Purbapara and Assessee No. 31-111-12-0092-4** and also constructed 1300 sq.ft. pucca structure in her premises.
 17. The said Smt Bithi Saha (being the wife) and Prabir Kumar Saha (brother) gifted / bequeathed their said plot of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdrone, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.92, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas by virtue of a registered Deed of Gift registered in the office of D.S.R. I, at Alipore on 28th day February, 2013 recorded in Book No.I, CD Volume No.4, Page from 2784 to 2802, being No. 00772 for the year 2013.
 18. Now the land owner herein **SRI.NARAYAN CHANDRA SAHA** became the rightful owner of **ALL THAT** piece and parcel of danga land measuring more or less about **07 Cottahs 08 Chittaks 00 Sq.ft.** lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdrone, District Sub Registrar and Additional District Sub Registrar at Alipore, **Premises No. 91, Kamdahari Purbapara**, P.O. Garia, Kolkata-700084, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, being **Assessee No.311111200912** District South 24 Parganas by virtue of three separate deeds. **AND WHEREAS** that the present Owner namely Sri Narayan Chandra Saha was desirous to develop the said premises by constructing a G+IV storied residential Flat thereon through a Developer in accordance with the Flat plan to be sanctioned by Kolkata Municipal Corporation and the said owner has decided to construct a Flat containing several independent flats on the said premises due to paucity of fund and lack of infrastructure, the said owner approached the Developer to construct such Flat after demolishing the existing structure standing thereon and all material collect by the Developer thereon on the said land at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer or others on certain terms and conditions.
 19. Relating on the aforesaid representation of the owner herein the Developer namely **M/S. SOUMYA CONSTRUCTION**, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084, being represented by its sole Proprietor **SRI. SOUMYAJIT MAITI**, son of Sri. Ranjit Kumar Maity, by fiath-Hindu, by Natinality – Indian, by Occupation – Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084 agreed to develop **ALL THAT** one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less along with 400 Sq.ft. R.S. Shed structure, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200,

appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 31111200912, P.S. formerly Regent Park presently Bansdroni, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, on certain terms and conditions as per the Development Agreement which was registered in the Office of the District Sub Registrar-I at Alipore on 28th day of February, 2019 and recorded in Book No. I, Volume No.1601-2019, Page from 31360 to 31415, being No. 160100648 for the Year 2019 and subsequently a Development Power also had been registered in the Office of the D.S.R. I, Alipore, South 24 Parganas on 28th day of February, 2019 and entered in Book No. I, Volume No. 1601-2019, Page from 31416 to 31438, Being No.160100649, for the year 2019.

20. After the Development Agreement and Development Power the said **DEVELOPER** herein constructed a straight G+IV storied Flat in accordance with the Flat Sanction Plan No. 2019110116 dated 18.10.2019 sanctioned from the Kolkata Municipal Corporation Borough XI.
 21. After sanctioning the Flat it was noticed that by virtue of a typographical mistake in the schedule of the Development Agreement and Development Power two Dag Nos was not mentioned i.e. 837/170 and 837/1572 and for that reasons the said Development Agreement was cancelled on 10th day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28357 to 28372, being No.160500737 for the year 2020 and subsequently the said Development Power was also cancelled on 10th day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.IV, Volume No.1605-2020, Page from 3098 to 3112, being No.160500144 for the year 2020.
 22. After that a fresh Development Agreement was executed between both the parties 13th day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28322 to 28356, being No.160500753 for the year 2020 and subsequently the said Development Power was also executed between both the parties on 13th day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28304 to 28321, being No.160500754 for the year 2020.
- B. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owner to the Project Property [defined in Clause A above] and the Promoter's right and entitlement to develop the Project Property [defined in Clause A abobe] as well as the total project have been completed.
 - C. The Owner has duly intimated The Executive Officer, Kolkata Municipal Corporation about commencement of construction of the Project vide its letter dated 25th November, 2019.
 - D. The Promoter has obtained the layout plan, sanctioned plan (Flat Sanction Plan No. 2019110116 dated

18.10.2019 sanctioned from the Kolkata Municipal Corporation Borough XI), specifications and approvals for the Real Estate Project, which is presently being developed of the Whole Project (defined in Recital I (iii) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

- E. The Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.
- G. The Allottee applied for a Residential Flat in the Project vide application no. _____ dated _____ and has been allotted one residential flat on the ground plus four storied on _____ floor Residential Flat No. _____ having carpet area of _____ square feet, more or less, with attached balcony measuring (_____) square feet, more or less and the said flat with attached balcony collectively having built-up area of _____, more or less, **along with** exclusive right to use 1 (one) car parking area measuring _____ square feet), appertaining to the aforesaid flat, being more particularly described in **Schedule B** below and the layout of the flat is delineated in **RED** colour on the **Plan** annexed hereto and marked as **Annexure “2” (“Said Flat”)** **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below (**“Common Areas”**) and also **together with** undivided and impartible share in the land underneath the Said Flat (**Land Share**). The Said Flat, the Share In Common Areas and Land Share, collectively described in **Schedule B** below (collectively **“Said Flat And Appurtenances”**).
- 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 principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below—
- (i) Residential Flat *inter-alia* consisting of Ground plus four storied Flat, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Property as shown in **Red** colour boundary line on the **Plan** annexed and marked hereto and more particularly described in **Schedule B (“Project Property”)**.
- (ii) The detailed scheme of development attached as discloses the proposed designated uses of the Flats/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Property could be finally developed by the

Promoter at its sole discretion either in terms of the Plan in or in such other manner as may be possible under the relevant/applicable laws.

- (iii) The Promoter is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Recital I (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital I and as also mentioned/contemplated in the other portions this Agreement hereinafter referred to as “**the Whole Project**”).
- (iv) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential Flats/structures along with its/their common areas, facilities and amenities in the **Whole Project** and upon the Larger Property (“**Other Residential Component**”) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.
- (v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“**Other Residential Exclusive Amenities**”) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and, may not be available to the Allottee or any other allottees/occupants of Flats in the Real Estate Project.
- (vi) Further, the Promoter proposes to develop in one or more phases non-residential Flats/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (“**Non-Residential Component**”) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.
- (vii) On the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the

Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non- residential Flats/structures and such common areas, facilities and amenities may not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (“**Non-Residential Exclusive Amenities**”).

- (viii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities.
- (ix) The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to Flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such Flats and to the exclusion of other allottee/s in the Real Estate Project (“**Limited Areas And Facilities**”). The Allottee agrees to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.
- (x) The Common Areas in the Real Estate Project that may be usable by the Allottee and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written.
- (xi) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottee and other allottee/s in the Whole Project on a non- exclusive basis (“**Whole Project Included Amenities**”) are listed in **Schedule F** hereunder written. The Allottee agrees and accepts that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Flat and might be provided only after completion of the Whole Project.
- (xii) The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities, and construct additional built-up area – (i) by way of additional flat on the Project Property; and/or (ii) additional Flats/structures on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the Flat plans in respect of the Said Project without however, adversely affecting the Said Flat agreed to be sold hereunder, and to carry out construction work accordingly. The Allottee hereby irrevocably agrees and give his/her/their/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the Flat plans of the Said Project for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Flat and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottee’s consent

contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Flat or any other part of the Said Project

being affected by such construction. The Allottee hereby agrees to give all facilities and co- operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Flat, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional Flats/structures that may be constructed by the Promoter as aforesaid.

- J. 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.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Flat And Appurtenances, being collectively described in **Schedule B**.

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

1. TERMS:

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 Said Flat And Appurtenances, described in **Schedule B** below.

The Total Price payable for the Said Flat And Appurtenances is more particularly mentioned in **Schedule C** below.

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Said Flat And Appurtenances.

- (ii) In addition to the Total Price, the Allottee shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Flat And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Flat And Appurtenances, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Flat And Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottee and Allottee shall not claim demand or dispute the same.

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in **Schedule C** below and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Said Flat And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Flat and the Project but excludes Taxes and maintenance charges.

The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government 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 authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued

to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) 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 Said Flat, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said project 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Flat allotted to the Allottee, the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Flat. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Flat And Appurtenances:

- (i) The Allottee shall have exclusive ownership of the Said Flat.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the

Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the price of the Said Flat And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Flat and the Project but excludes Taxes and maintenance charges.
- (iv) The Allottee has the right to visit the Real Estate Project site to assess the extent of development of the Project and his Flat, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

It is made clear by the Promoter and the Allottee agrees that the Flat shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule A-2** below) and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

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

The Allottee has paid a sum equivalent to 9.5% (nine point five percent) of the total price as booking amount being part payment towards the Total Price of the Said Flat And Appurtenances which includes token amount/any advances paid 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 Said Flat And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottee delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **PAYMENTS:**

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.

The Promoter shall be entitled to securitise the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.

In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

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

The Promoter accepts no responsibility in regard to matters specified in Clause 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 Flat 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 authorize 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 Said Flat And Appurtenances, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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 Said Flat to the Allottee and

the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees, upon its formation and registration.

6. CONSTRUCTION OF THE PROJECT/ FLAT AND COMMON AREAS FACILITIES & AMENITIES:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of 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 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 Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

The Allottee agrees, accepts and confirms that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals I hereinabove:-

The Larger Property is being developed in a phase-wise manner by constructing and developing multiple Flats/Flats/structures thereon including the Real Estate Project and the Other Residential Component and the Non-Residential Components may be permissible in the manner more particularly detailed at Recitals I hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the Said Flat And Appurtenances based on the unfettered rights of the Promoter in this regard.

The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of

the Larger Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of Flat in the Said Project and/or the Real Estate Project and/or in the Whole Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of Flat in the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottee/s of Flats in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A-1** and **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other Project/Flats/structures which are to be developed and constructed on any portion of the Larger Property.

The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Whole Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottee is also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and shall not be available to the Allottee or any other allottees/occupants of the Real Estate Project.

The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

The Allottee shall at no time demand partition of the Said Flat And Appurtenances and/or the Said Project and/or the Real Estate Project and/or the Other Residential Component/the Non-Residential Component and/or the Whole Project and/or the Project Property and/or the Larger Property.

7. **POSSESSION OF THE FLAT:**

Schedule for possession of the Said Flat - The Promoter agrees and understands that timely delivery of possession of the Said Flat to the Allottee and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said Flat along with ready and complete Common Areas of the Real Estate Project (as specified in **Schedule E** below) with all specifications (as provided in **Schedule D** below) in place on **December, 2021** (“**Completion Date**”), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project ("**Force Majeure**"). If, however, the completion of the Real Estate 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 Flat. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottee. However, if the Said Flat is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee is linked *inter alia* to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required and to be transferred to the association of allottee, then the Promoter and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts, deeds and things and signs, executes and delivers all papers documents etc., as be required therefore and if any stamp duty, registration fees, legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Promoter and/or the Owners shall not be liable therefore in any manner whatsoever and the Allottee and the other allottees shall keep the Promoter and the Owner fully indemnified with regard thereto.

Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Flat, to the Allottee in terms of this

Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule H below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of Flat - Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Flat 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 Said Flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Flat shall become applicable.

Possession by the Allottee- After obtaining the completion certificate and handing over physical possession of the Flat comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of allottees, upon its formation and registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

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 entirety of the booking amount paid for the allotment i.e. a sum equivalent to 9.5% (nine point five percent) of the Total Price. Upon registration of the deed of cancellation in respect of the Said Flat and Appurtenances and upon resale of the Said Flat and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Flat and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting

the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Flat to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Flat And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Flat And Appurtenances in the manner it deems fit and proper.

Compensation - The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Flat is being constructed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Flat (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a promoter 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 the Promoter in respect of the Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:
- (i) The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out

development of the Real Estate Project.

- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Flat 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 Real Estate Project, the Project Property, the Said Flat and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;
- (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 any other agreement / arrangement with any person or party with respect to the Said Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottee and the Common Areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Said Flat 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 Flat;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of Flat along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over

to the allottee and the association of allottees or not;

- (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 Project Property) has been received by or served upon the Promoter in respect of the Project Property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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 Said Flat to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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 stop 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 Flat, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Flat and Appurtenances;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Flat in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Flat and Appurtenances and upon resale of the Said Flat and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Flat and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Flat and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Flat and Appurtenances in the manner it deems fit and proper.

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

The Promoter, on receipt of Total Price of the Said Flat and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottee, shall execute a conveyance deed **drafted by the Promoter's** legal advisors and convey the title of the Said Flat and Appurtenances within 3 (three) months from the date of

issuance of the completion certificate 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 authorize the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE SAID FLAT /PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in **Schedule H** below ("**Common Expenses/Maintenance Charges**"). In addition to the aforesaid Common Expenses/Maintenance Charges, the Allottee shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Flat and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.

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 obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is aware that any change(s),

alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Flat at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Flat 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. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/PROJECT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Flat, or the staircases, lifts, common passages, corridors, circulation areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Flat and keep the Said Flat, 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 Said Flat is not in any way damaged or jeopardized.

The 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 facade of the Said Project or anywhere on the exterior of the Project, Flat therein or Common Areas. The Allottee 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 Said Flat or place any heavy material in the common areas of the Said Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Flat.

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

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

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

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

16. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the Flat 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 and save as expressly provided in this Agreement.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

18. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act.

19. 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 sign and deliver 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 (specify the address of the Sub- Registrar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date

of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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 Flat, as the case may be.

21. RIGHT TO AMEND:

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

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEE:**

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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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.

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.

24. 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 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 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.

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

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

26. 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.

27. PLACE OF EXECUTION:

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

28. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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.

29. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees 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.

30. SAVINGS:

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

31. 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.

32. 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.

FOLLOWING ARE SOME ADDITIONAL TERMS AND CONDITIONS AS SET OUT HEREIN ARE NOT IN DEROGATION OF OR INCONSISTENT WITH THE TERMS AND

CONDITIONS SET OUT IN THE WBHIRA ACT AND THE RULES AND REGULATION MADE THERE UNDER.

SCHEDULE 'A'

(Land)

ALL THAT one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 31111200912, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata-700084, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, the land is butted and bounded as follows:

NORTH : 16'-0" ft. wide Road.
SOUTH : Land of Plot No. 836.
EAST : Land of Plot No. 838.
WEST : Others Land

SCHEDULE 'B'

(Said Flat And Appurtenances)

(a) **ALL THAT** one residential Flat being Flat No. () - () Side) on the () Floor, marble flooring of the G+IV storied type constructed portion having carpet area of _____square feet, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 91, Kamdahari Purbapara, being Assessee No. 31111200912 and P.O. Garia, P.S. Bansdroni, Ward No.111, Kolkata-700084, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

(b) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Flat.

SCHEDULE 'C'

The Total Price payable for the Said Flat and Appurtenances is Rs. _____/- (Rupees _____).

Payment Plan

PAYMENT SCHEDULE	
On Application	Rs. 1,00,000/- + GST
On Allotment of Said Flat	9.5% of total consideration + GST (less Application amount)
On execution of Agreement for sale	10.5% of total consideration + GST + 50% Legal Fees
On Commencement of Foundation of Said Flat	10% of total consideration + GST
On completion of Gr. Floor slab of Said Flat	10% of total consideration + GST
On completion of 1 st Floor slab of Said Flat	10% of total consideration + GST
On completion of roof casting of Said Flat	10% of total consideration + GST
On completion of brickwork of Said Flat	10% of total consideration + GST
On completion of flooring of Said Flat	10% of total consideration + GST
On completion of finishing work of Said Flat	10% of total consideration + GST

(# It includes internal civil work and external paint only)	
On offer of possession of Said Flat	10% of total consideration + GST + 50% Legal Fees + All extra charges with GST

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	
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<p>Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.</p>	
<p>Legal Fees, Stamp Duty and Registration Costs: fees of Messieurs Bodhisatwa Basu, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs.20,000/- (Rupees twenty thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for each registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.</p>	
<p>Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Common Area Maintenance (CAM) deposit @ Rs. 20/- (Rupees Twenty) per square feet on built-up area of the Said Flat.</p>	
<p>Miscellaneous Charges of Rs.5,000/- (Rupees five thousand) for the Said Flat.</p>	

SCHEDULE 'D'

Specifications

(Which Are Part Of the Said Flat)

Structure & Walls :

R.C.C. framed super structure with isolated column footing foundation or as per the design requirement using standard quality steel, sand, and cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified Flat rules 10", 8" or 5" outer walls as per requirement of the elevation and all 3" brick work will be with the wire reinforcement in every 3rd layer.

Plaster :

All walls shall be plastered with 1:6 cement mortar ceiling with 1:4 cement

Flooring:

Marble Flooring in Dig/Din in all bed rooms, skirting up to 0.1 mt height. In toilet anti-skid tiles and glazed tile dado 6' feet height.

Kitchen :

Cooking platform granite stone with stainless sink 3 feet above from kitchen counter top level white wall glazed tiles over kitchen counter all along.

Doors :

All doors opening will be made as per sanction plan and frame of any wood, section will be 4"X2.5" for main door 4"X2.5" for other doors. All shutters will be made good quality water proof commercial ply flush door pressed of 35/32 mm thickness with enamel point.

- i) Main Door will be flush door with teak ply pasting and will be polished.

Windows :

Still glazed/Aluminum channel sliding window with grill designed by Flat with galyanized iron handle and stay.

Wall Finishing :

- i) Internal walls plaster of paris in Bed rooms and Drawing cum dining room, kitchen and toilet plaster of parts.
- ii) External walls of the entire Flat shall be painted with weather coat.

Electrical :

Concealed wiring (copper wire) with circuit breakers/MCBS.

Bed Rooms :

3 light points, 1 fan point, one 5 amp, plug point one A.C. point.

Drawing cum Dining Room :

Three light, one fan points, two 5 amp, plug point, one calling bell point and one 15 amp plug point.

Kitchen :

One light point, one chimney point, one 15 amp, plug point one.

Toilet :

Two light points, one exhaust fan point.

W.C. :

One light point.

Balcony :

One light point.

Sanitary & Plumbing :

All outer soil lines shall be provided with Supreme quality PVC pipes, outer water lines be provided with PVC pipes, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installation for underground water to be carried from the underground water reservoir to the overhead reservoir through a pump as per the specifications of the Architect.

Toilet :

One Commode, one PVC cistern, two bib-cock one shower and one wash basin in dining.

Kitchen :

One stainless still sink in kitchen.

W.C. :

One commode with PVC cistern, one bib cock, one direct line of supply of water.

Water Supply :

Overhead reservoir will be provided at top as per design, suitable electric pump will be installed for round the clock water supply. In connection with the quality and quantity of water supply the Developer shall not be responsible.

Roof :

Over the R.C.C. roof only net cement finish.

0.9 mt height parapet wall plastered and painted on both sides shall provided all around net cement finish.

Lift.

EXTRA WORK : In addition the above items if in landowner wants in provide additional items or wants to change the specification of may item be allowed after getting the permission from the consulting engineer an estimate for additional work or the estimate of change item shall be supplied by the Developer and the land OWNER have to pay the total amount in advance to carry out these additional/changed items.

Anything extra is demanded by the owners or intending Purchaser apart from the technical specification given in schedule 'E' that shall be made or done by the cost of the Owner/Purchaser.

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

Water supply pipeline in the Said Project (save those inside any Flat)	Wiring, fittings and accessories for lighting of common portions of the Said Project /Flat
Drainage and sewage pipeline in the Said Project (save those inside any Flat)	
External walls of the Said Project	

SCHEDULE 'F'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s/occupants in the Whole Project)

Sr. No.	Whole Project Included Amenities
1.	Driveways
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	All other common areas, facilities and amenities for common use and enjoyment of Said

SCHEDULE 'G'

(Covenants)

The Allottee covenants with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same

and shall not raise any objection with regard thereto.

2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule

E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Flat And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and**(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.
4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the HGP Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and** (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any

objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 12% (twelve percent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of Flat materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottee:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Share In Common Portions:** The Allottee fully comprehends and accepts that **(1)** the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Project /Real Estate Project **(2)** if the area of the Said Project / Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein **(3)** the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and **(4)** the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees/owners of Flats/apartments/other developments comprised in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Flat/Flat/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. Obligations of Allottee: The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Flat, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Project, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Areas from the possession date.
- (d) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Project and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (e) **No Structural Alteration and Prohibited Installations:** The Allottee shall not install any dish-antenna

on the balcony and/or windows of the Said Project /Said Flat and/or on any external part of the Said Project and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Flat. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Flat/Said Project and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Allottee accepts that the aforesaid covenants regarding grills, air- conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Areas or the Said Project. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Flat. Furthermore and save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, the Allottee shall not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Areas or the Said Project. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Flat.

- (f) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Areas, under any circumstances.
- (g) **No Changing Name:** not change/alter/modify the names of the Said Project and the Said Complex from that mentioned in this Agreement.
- (h) **No Nuisance and Disturbance:** not use the Said Flat or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Project and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (i) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

- (j) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Project and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Project /Said Complex/Whole Project/Project Property (excepting the Said Flat).
- (k) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- (l) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (m) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (n) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Areas.
- (o) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (p) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Flat /Said Project /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Flat.
- (q) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (r) **No Installing Generator:** not install or keep or run any generator in the Said Flat and.
- (s) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (t) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (u) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is

caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

- (v) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Flat.

Notification Regarding Letting/Transfer: If the Allottee lets out or sells the Said Flat And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.

No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/proposed adjoining land and hence the Allottee has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Larger Property/the proposed adjoining land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the proposed adjoining land/the Said Complex.

Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the Flats as may be developed from time to time. The Promoter shall also be entitled to place, select, and decide hoarding/board sites.

13. **Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- (a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of

nomination.

- (b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- (c) The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
- (d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H'
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Project and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-Flat, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Flat) walls of the Said Project] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Project and the Said Complex **save** those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

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

[Owners]

[Promoter]

[Allottee]

Drafted by:

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

