

Draft Agreement for Sale For WBHIRA

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), 20__.

By and Between

- (1) **Uplink Properties Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Holding No.50 (88), RabindraSarani, Kolkata-700 049 (PAN _____)
- (2) **Rajasthan Pipes Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered Office at RabindraSarani, Nimta, Police Station - Birati, Kolkata-700 049, West Bengal (PAN _____)

- (3) **Monolta Mansions Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN _____)
- (4) **Passion Projects Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (5) **StarpointHighrise Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (6) **Sitaram Commotrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (7) **Mohan Tie-Up Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (8) **SarodaVyapaar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700 001 (PAN_____)
- (9) **SatyaSaiVintarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700 049 (PAN_____)
- (10) **Crossroad Homes Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (11) **SampatDealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (12) **SargamDealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (13) **Blow Barter Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (14) **GrihlaxmiMarcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)

- (15) **Keystar Promoters Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (16) **RashidhanNirman Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (17) **Provase Tradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (18) **Hamsafar Shopper Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (19) **Mindpower Housing Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (20) **Pavel Vinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (21) **Ankita Commotrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (22) **Aravali Niketan Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (23) **Maa Santoshi Tradecom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (24) **ManinagTradecom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (25) **Prapti Vintrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (26) **SachinTradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)

- (27) **Saroda Commotarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049
(PAN_____)
- (28) **JagatraniMarcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049
(PAN_____)
- (29) **GauriVyapar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (30) **Rootstar Dealtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (31) **Sitaram Fabtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (32) **Sukhsagar Retails Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049
(PAN_____)
- (33) **Topstar Enclave Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002
(PAN_____)
- (34) **WinsherDevcon Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049
(PAN_____)
- (35) **Anuradha Tradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (36) **Apricot Conclave Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049
(PAN_____)
- (37) **Jagadhatri Vinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (38) **Linkwise Infrastructure Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)

- (39) **Gangaur Dealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (40) **Giraj Vyapaar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (41) **DhanshreeMarcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (42) **Fast flow Estates Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (43) **Appeare Plaza Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (44) **Blueview Construction Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (45) **Cute Residency Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (46) **Deargold Promoters Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (47) **Desktop Tardelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (48) **Devbhumi Niwas Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (49) **Goldmoon Builders Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (50) **Moonlink Realtors Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)

- (51) **SibamaniDealtarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (52) **Shashi Barter Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)
- (53) **Shashi Dealcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at RabindraSarani, Nimta, Kolkata-700049 (PAN_____)
- (54) **Shashi Dealtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Cossipore, Nimta, Kolkata-700049 (PAN_____)
- (55) **Usha Commosale Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001 (PAN_____)
- (56) **ManmohanVinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, KhagenChatterjee Road, Cossipore, Kolkata-700002 (PAN_____)

hereinafter collectively called "the **OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective successor or successors-in-interest and permitted assigns)

Owners/Vendors Nos. 1 to 56 represented by their authorized signatory **MR. ANURAG JAIN**, son of _____, by faith _____, by nationality _____, by occupation_____ working for gain at_____, Pin-_____, District _____, (PAN_____)

AND

- (57) **Chitrahill Realty** (PAN: AAHFC5735F), a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 4, Chowringee Lane, "Diamond Chamber", Block – 1, 7th Floor, 7-O, Kolkata – 700016 represented by its partner M/s. BRGD Commodity Private Limited (CIN: U51109WB2008PTC122457) (PAN: _____), through its director **Mr. Rajesh Dhandharia**, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _
 _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

(Please insert details of other allottee(s) in case of more than one allottee)

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

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

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

WHEREAS:

The Owners Nos. 1 to 56 are the joint owners of land measuring 641 (six hundred and forty one) decimal, comprised in R.S./L.R. *Dag* Nos. 9434, 9435, 9436, 9437, 9438, 9439, 9497, 9498, 9499, 9500, 9501, 9502, 9520, 9520/9709, 9521, 9522 & 9524, in *Mouza* DakshinNimta, recorded in L.R. *Khatian* Nos. _____, JL No. 8, Police Station Nimta, District - North 24 Parganas and comprised in Holding No. 128, Rabindra Sarani, within Ward No.29, Currently BH-50 (88), Rabindra Sarani, Ward No.22 of North Dum Dum Municipality, Kolkata – 700 049 ("**Project Property**") The Owners have purchased the Project Property *vide* _____ (_____) separate Deeds of Sale i.e. (

1. Bengali Deed of Conveyance, dated 10th June, 1961 made between HariDhar as vendor and Rajasthan Pipes Private Limited as Allottee and registered in the Sub-Registry office at Cossipore Dum Dum being Deed No. 4832 for the year 1961 in respect of **R. S. Dag No. 9499.**
2. Bengali Deed of Conveyance, dated 27th June, 1961 made between JatraMohonDhar as vendor and Rajasthan Pipes Private Limited as Allottee and duly registered in the Sub-Registry office at Cossipore Dum Dum being Deed No. 5348 for the year 1961 in respect of **R. S. Dag No. 9499.**
3. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and SarodaVyapaar Private Limited and SatyaSaiVintarde Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 1356 to 1372, being No. 00581 for the year 2012 in respect of **R. S. Dag No. 9498.**

4. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Keystar Promoters Private Limited, RashidhanNirman Private Limited and ProvaseTradelink Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 1467 to 1481, being No. 00582 for the year 2012in respect of **R. S. Dag No. 9520**.
5. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Monolta Mansions Private Limited, Passion Projects Private Limited and StarpointHighrise Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 1926 to 1941, being No. 00583 for the year 2012in respect of **R. S. Dag No. 9500**.
6. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and SitaramCommotrade Private Limited and Mohan Tie-up Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 1482 to 1496, being No. 00584 for the year 2012in respect of **R. S. Dag No. 9434**.
7. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and AravaliNiketana Private Limited, Sukhsagar Retails Private Limited, Topstar Enclave Private Limited and WinsherDevcon Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 1942 to 1957, being No. 00585 for the year 2012in respect of **R. S. Dag No. 9520/9709**.
8. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and AnkitaCommotrade Private Limited, AnuradhaTradelink Private Limited, MaaSantoshiTradecom Private Limited, ManinagTradecom Private Limited, PraptiVintrade Private Limited, SachinTradelink Private Limited and SarodaCommotarade Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum in Book No. I, CD Volume No. 2, Pages from 2037 to 2054, being No. 00586 for the year 2012in respect of **R. S. Dag No. 9436**.
9. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Apricot Conclave Private

Limited, therein referred to as the Allottee of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, being No. 00587 for the year 2012 in respect of **R. S. Dag No. 9521**.

10. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Uplink Properties Private Limited, therein referred to as the Allottee of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1976 to 1990, being No. 00588 for the year 2012 in respect of **R. S. Dag No. 9524**.
11. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Jagadhatri Vinimay Private Limited and Linkwise Infrastructure Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1991 to 2005, being No. 00589 for the year 2012 in respect of **R. S. Dag No. 9501**.
12. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Jagatrani Marcom Private Limited, Gauri Vyapar Private Limited and Gangaur Dealmark Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1373 to 1388, being No. 00591 for the year 2012 in respect of **R. S. Dag No. 9435**.
13. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Giraj Vyapaar Private Limited, Blow Barter Private Limited and Grihlaxmi Marcom Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1389 to 1403, being No. 00592 for the year 2012 in respect of **R. S. Dag No. 9439**.
14. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Rootstar Dealtrade Private Limited and Sitaram Fabtrade Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1401 to 1418, being No. 00593 for the year 2012 in respect of **R. S. Dag No. 9522**.

15. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Dhanshree Marcom Private Limited, Fastflow Estates Private Limited and Apppear Plaza Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1419 to 1434, being No. 00594 for the year 2012 in respect of **R. S. Dag No. 9438**.
16. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Blueview Construction Private Limited, Cute Residency Private Limited, Deargold Promoters Private Limited, Desktop Tardelink Private Limited, Devbhumi Niwas Private Limited, Goldmoon Builders Private Limited, Hamsafar Shopper Private Limited, Mindpower Housing Private Limited, Moonlink Realtors Private Limited and Pavel Vinimay Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1497 to 1515, being No. 00596 for the year 2012 in respect of **R. S. Dag No. 9502**.
17. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Crossroad Homes Private Limited, Sampat Dealmark Private Limited, Sargam Dealmark Private Limited and Sibamani Dealtarde Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1435 to 1450, being No. 00598 for the year 2012 in respect of **R. S. Dag No. 9497**.
18. Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Shashi Barter Private Limited, Shashi Dealcom Private Limited, Shashi Dealtrade Private Limited, Usha Commosale Private Limited and Manmohan Vinimay Private Limited, therein collectively referred to as the Allottees of the other part and duly registered with the A.D.S.R., Cossipore, Dum Dum, in Book No. I, CD Volume No. 2, Pages from 1451 to 1466, being No. 00599 for the year 2012 in respect of **R. S. Dag No. 9437**.
19. By the Development Agreement dated _____ the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land and to transfer, amongst other properties, the Promoter's Allocation. Under the said Development Agreement it was further, inter alia, agreed between the Owner and the Promoter:-
- 19.1. The Promoter would construct, allocate and deliver, amongst other properties, the Units comprised in the Owners' Allocation to the Owners.

- 19.2. The Promoter's Allocation would absolutely belong to the Promoter and the Promoter would be entitled to deal with and dispose of the same to such person and at such consideration and on such terms and conditions as be deemed fit and proper by the Promoter and for that to enter into agreement/s for sale and transfer in respect of the Promoter's Allocation (including the proportionate undivided share in the land attributable to the Units comprised in the Promoter's Allocation) and the Owners would execute such agreements from time to time.
- 19.3. The Owners would execute the Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said Land attributable to the Promoter's Allocation unto and in favour of the Promoter and/or its nominee or nominees and in consideration of the costs and expenses of the Owner's Allocation to be borne and paid by the Promoter, all amounts/consideration receivable against the sale and transfer of the Promoter's Allocation (which include, inter alia, the proportionate share in the land comprised in the said Land attributable to the Units comprised in the Promoter's Allocation) would be exclusively received by and to the account of the Promoter and the Owners would have no concern therewith;
20. The plans for construction of the New Building has been sanctioned by the North Dum Dum Municipality vide Building vide Building Plan No.917, dated 27th February,2018. (Collectively, Development Agreement)
- B. The said land is earmarked for the purpose of Housing Development of a Commercial/residential/any other purpose) project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as 'NORTH GRANDE' *inter alia* consisting of 19 (nineteen) **Blocks**, "A" to "S" (*inter-alia* comprising of 19 (nineteen) Ground + 6 (G+6) storied residential buildings, being constructed upon R.S./L.R. *Dag* Nos. _____ of *Mouza* _____ which is portion of the Larger Property [being developed as **Wings**, upon which Occupancy Certificate (issued by the _____, North 24 Parganas vide Memo No. _____/Rht, dated _____, 20__) is already obtained], **and (vi) Future Block** _____ and proposed as a 'real estate project' by the Promoter and is being registered as a 'real estate project' ("**the Real Estate Project or Project**") with the West Bengal Housing Industry Regulatory Authority ("**Authority**"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time. **Block No. "C" to "S"** comprising of residential, multistoried building and car parking space in the ground floor.
- C. The Owners by a registered Development Agreement dated 19th March,2012 duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

- D. The North Dum Dum Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no.;
- E. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, Flat or building, as the case may be from North Dum Dum Municipality vide Building Plan No.917, dated 27th February,2018 (**Sanctioned Plans**, which includes all sanctioned/permissible vertical extensions and modifications made thereto, if any, from time to time) in the name of the Land Owners for constructing the Said Complex named as “**North Grande**”, thereon and sale of various Flats/spaces therein (collectively **Flats**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee have applied for an apartment in the Project vide application no. _____ dated _____, 2019 and have been allotted Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less, including a balcony measuring _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less in [tower/block/building] no. _____ ("Building") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B) forming part of the Promoter's Allocation under the Development Agreement;
- 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 additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- 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 Designated Apartment and the parking (if applicable) as specified in clause G.

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

1. TERMS:

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

1.2

The Total Price for the [Apartment/ Flat] based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

| | |
|---|---|
| Block/ Building/Tower no..... Apartment no. ... Type..... Floor..... | i)Rate ofApartment Rs. (i.e. @ per Sq.Ft.) ii)Cost of common areas Rs. iii)Cost for preferential location charges Rs... iv)Cost of exclusive balcony/verandah a Rs. v)Cost for exclusive open terrace area Rs..... Rs. + G.S.T. Rs. vi)Cost for internal development Rs..... Vii)Cost for external development Rs..... viii) For laying down and providing electric connection Rs. ix) For fire fighting equipment for common area Rs. x) For maintenance charges for one year Rs. Total Price (in Rupees) |
|---|---|

| | |
|---------------------------|----------------------|
| Garage/ covered parking-1 | Price for 1 (in Rs.) |
| Garage/ covered parking-2 | Price for 2(in Rs.) |
| + G.S.T. | |
| Total price (in Rupees) | ----- |

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;

(ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate. Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change / modification ;Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified 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 Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] Taxes The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates Total Price in Rupees Sum total of Consolidated Price, Taxes the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

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

in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/ registration.

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

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modification plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings, or amenities and/or 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.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond ___% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

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

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

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment 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, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Designated Apartment 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being part payment towards the Total Price of the Designated Apartment until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of "**CHITRAHILL REALTY NORTH GRANDE**" payable at Kolkata.

2.2 The Promoter shall be entitled to securitise the Total Price and other amounts payable by the Allottees 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 Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottees 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 Allottees 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 Allottees from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees 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 Allottees as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottees 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 Allottees, the said unpaid taxlevy, 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:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Designated Apartment, if any, in

his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his 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 Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 27st February 2021 with a grace period upto 31st December 2021 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project including delay in any Tenant vacating his occupied portion at the said premises ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the

Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least 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.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans,

including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, 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 Designated Apartment 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 Owners and Promoter hereby respectively represents and warrants to the Allottee as follows:

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

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

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

9. CLUB

A 'Club' for some of the facilities as committed in Schedule-D shall be set up as part of the complex comprising of this phase and all the other phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Complex and within the said Club. The Promoter will have the right to hand over the club to the Apex Association at the completion of the Project or the Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees shall automatically be entitled to become member of the Club, and the Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The club will be operational before the completion of the last phase of the Complex, but possession of Building Blocks will be given in phases. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. It is clarified that certain facilities, areas and installations in the Club shall be made available on a pay and use basis.

9.1 If any Allottee becomes a member of the Club and in the event any Allottee leases or rents out his/her/its Apartment Unit, it will be mandatory of such Allottee to notify the Club Manager /Maintenance-in-Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club/Common facilities till such time he/she/it is back in possession of the Apartment and its lessee/tenant will be entitled to utilize the Club / common facilities as per rules. The Allottee and the lessee/tenant both cannot be a member of the club simultaneously.

9.2 Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / facilities will be formulated in due course and circulated to the Allottee (Club Scheme).

- (1) The Allottee will be required to abide by the Club Scheme
- (2) Membership of the Said Club shall also be open only to all allottees/occupants of the Complex
- (3) Each Apartment can opt for 1 (one) membership, irrespective of the number of owners/lessees of such Apartment
- (4) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Apartment, who, for all purposes, shall be treated as the member of the Club

(5) The Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee to the Club Manager as and when required by the Club Manager

(6) Members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees.

(7) In the event of sale/transfer of the Apartment, the membership will stand terminated and the new owner/lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Club then in force

(8) If an Allottee lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Club and permission for usage of the Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee; and

(9) The acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Apartment.

9.3 The allottees of the Complex are required to pay charges for the Club and also monthly subscription charges for maintenance. The maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be. Allottees of every phase will be entitled to use the Club as and when they get possession. Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the Complex is handed over to the Apex Association i.e. monthly club charges will be calculated on the basis of the following formula: total club and other facilities expenses / total sq.ft. of all the Allottees who have got possession.

9.4 GST and all other taxes as applicable will be charged extra on the above said charges. Detailed terms and conditions of membership and rules and regulations governing the usage of the club will be formulated in due course and circulate to members before the Club is made operational. All the members will have to abide by these rules and regulations. The intended facilities of the club outlined in the application kit are tentative and may vary at the sole discretion of Promoter.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in

habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;

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

10.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of

Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard. Provided that the Promoter shall intimate the

Allottee about such termination at least thirty days prior to such termination.

11. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate* to the Allottee: Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 10.3 above.

12. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

13. 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 by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, However, Parties agree and confirm that the decision of the Developer's architect/structural consultant shall be final in deciding whether there is any actual structural defect in the Apartment / Building or defective material being used or regarding workmanship, quality or provision of service 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 Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Service Areas: The service areas if any located within BCT Residency shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set, underground water tanks, Pump room, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 13 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical

systems installed by the Promoter and thereafter the association of Allottees and/ or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited

by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. 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 Designated Apartment.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose

of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. 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 payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES:

All 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.

29. 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 Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

Chitrahill Realty -Promoter's Name

4, Chowringee Lane, "Diamond Chamber", Block – 1, 7th Floor, 7-O, Kolkata – 700016 (Promoter Address)

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.

31. JOINT ALLOTTEES:

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

32. ALLOTTEES' COVENANT:

- 32.1 The Allottee/s has/have accepted the title of the Owner to the said Property as shown in the records of rights in respect thereof and the documents referred to herein above.
- 32.2 The Allottee /s has/have examined the approvals of the Building and the Floor Plans, the nature and quality of construction fittings, fixtures, facilities and amenities provided/to be provided thereto as per the general specifications as well as the common facilities and amenities.
- 32.3 The Allottee/s has/have fully understood the development scheme as envisaged by the Developers.
- 32.4 The Allottee/s hereby confirms that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Developers with the consent of the Owner herein are entitled to develop the said properties and the Allottee/s will not object to the same. The Allottee/s also confirms, agrees and declares that the consideration agreed to be paid by him/her/them shall have no right or claim and/or will not make any claim on any other portion of the said Building.
- 32.5The Developers shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
- 32.6It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the developers shall intimate the allottee in writing and the Allottee/s hereby give their consent for such minor change or addition.
- 32.7The Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves with the title of the Owner & Developers to the said Property including the Agreements and other documents referred hereinabove and the Allottee/s hereby agree/s and confirm/s that he/she/they shall not be entitled to further investigate the title of the respective Owner & Developers' right of development of the said Property and no requisition or objection shall be raised by the Allottee/s on any matter relating thereto or howsoever in connection therewith.

- 32.8 While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property and the said Buildings and upon due observance and performance of which only the Completion and/or Occupation Certificates in respect of the said Buildings shall be granted by the concerned local authority and thereafter, possession of the Apartment shall be handed over to the Allottee/s.
- 32.9 The Allottee/s confirm/s that the Developers shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Apartment. It is specifically agreed between the Parties hereto that the Developers shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developers within the defined price range. If any changes as aforesaid becomes necessary, the Developers shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developers to offer possession of the said Apartment on the specified date. The Developers shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible within the defined price range. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.
- 32.10 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertake and agree that while raising a demand on the Allottee/s for increase in development charges, costs, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 32.11 The Allottee/s shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developers sending notice of the completion of each milestone. Intimation forwarded by Developers to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s to make payment accordingly. Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developers as provided under this Clause, it shall not be obligatory on the part of the Developers to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned hereinabove, and the Allottee/s shall make all payment/s to the Developers on or before the due dates, time being the essence of this Agreement.
- 32.12 The Allottee/s authorizes the Developers to adjust/appropriate all payments made by his/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name/s as the Developers may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developers to adjust his/her/their payments in any manner.

(a) Without prejudice to change in terms of Clause, on the Allottee/s committing default in (i) payment on due date of any amount due and payable by the Allottee/s to the Developers under this Agreement (including amounts all other outgoings) (ii) complying with his/her/their obligations as set out in this Agreement, the Developers shall at its own option, may terminate this Agreement:

Provided that, Developers shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD/Speed Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund the "Remaining Amount", if any, to the Allottee/s. "Remaining Amount" shall be calculated as Total Amount Paid by the Allottee/s to the developers as reduced by aggregate amount of (i) 20 % of the total consideration, (ii) taxes paid/payable on Demand/s raised till date of termination, (iii) brokerage paid to channel partners/brokers, if any, (iv) administrative charges as per Developer's policy, (v) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered, (vi) any other taxes including GST which are currently applicable or may be applicable in future on such cancellation (vii) subvention cost (if the Allottee/s has opted for subvention plan) which the Developers may incur either by way of adjustment made by the bank in installments or paid directly by the Developers to the bank and (viii) interest accrued on amount of delayed / due payments till the date of termination. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. In the event Allottees have opted to pay through Finance availed from Bank / Financial Institutions/ NBFC / Housing Finance Companies, by way of loan or through any other arrangement, it shall be incumbent upon the Allottee/s to provide "No Objection Certificate" (NOC) from such lender/s towards release of charge on the said Apartment and covered Car Parking, if any, by the lender in favour of the Allottee/s. Such "Remaining Amount" shall be paid without any interest within a period of 30 (Thirty) days from the date of termination of this agreement or the date of providing NOC of lender by the Allottee/s, whichever is later. Further upon communicating the termination of this Agreement by the developers to the Allottee/s, pending refund of the Remaining amount as aforesaid, the Developers shall be at liberty to dispose off and/or to sell the said Apartment to such person or persons at such price

and on such terms and conditions as the Developers may think fit in its absolute discretion and the Allottee/s shall have no objection on the same.

(b) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developers expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Developers along with the Notice. Upon receipt of Notice for termination by the Developers, the provision mentioned in clause (a) above shall apply mutatis mutandis in relation to cancellation charges and refund amount as far as practicable.

32.13. If the Allottee/s in order to augment the resources in his/her/their hand/s for the purpose of payment of consideration to the Developers under this Agreement, seeks a loan from Financial Institution, Banks or other Institutions against the security of the said Apartment subject to the consent and approval of the Developers, then in that event the Allottee/s committing default of the payment of the installments of the consideration amount and in the event of the Developers exercising their rights to terminate this Agreement, the Allottee/s shall and the Allottee/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Financial Institution, Banks etc. stating that the Allottee/s has/have cleared mortgage debt. On receipt of such letter from the Financial Institutions, Banks etc., the Allottee/s shall be entitled to directly receive the "Remaining Amount" from the Developers towards the said Apartment. However, the Developers shall also be entitled to directly pay the amount payable to the Financial Institution, Banks or to their Employers or other such institutions who have made payments on behalf of the Allottee/s towards the said Apartment (paid by him/her/them to the Developers towards the consideration amount) to the extent so as to clear the mortgage debt from such Banks, Financial Institutions, etc. and the Allottee/s be entitled to the refund of the balance amounts standing credited to the account of the Allottee/s with the Developers towards the said Apartment out of Remaining Amount. Notwithstanding what is stated hereinabove it shall ALWAYS be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such Financial Institutions, Banks or such other Institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contentions in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Allottee/s has/have applied for loan to such Financial Institution, Banks, his employers or such other Institutions and that the same is under process of disbursement or that the said loan application of the Allottee/s is rejected.

32.14. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developers shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

32.15. The Allottee/s shall on demand pay to the Developers at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developers in connection with formation of the society / limited company / federation / Apex

Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

(a) Till the time, the possession of the Flat is handed over to the Allottee by the Developers in terms of this Agreement, the Allottee only upon payment of (i) minimum 50% (fifty percentage) of the Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of this Allotment Letter issued by the Developers, may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developers. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Applicable /relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Developers, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee @ 3% of the Total Consideration Amount plus applicable GST/Other Taxes apart from the Documentation Charges and/or Legal fees and applicable taxes thereon payable to Lawyer/ service provider. Further, the Developers reserves the right to allow such transfer at its sole discretion.

(b) On such transfer recorded / endorsed by the Developers, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developers, to abide by all the terms and conditions of this Agreement. The Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

32.16. Under no circumstances the possession of the said Apartment will be given to the Allottee/s unless and until all payments required to be made under this Agreement by the Allottee/s has/have been made in full.

33. SAVINGS:

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

34. 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.

35. DISPUTE RESOLUTION:

All or any dispute arising out of 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 discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder.

36. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of ___ Square feet more or less along with balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less on the ___ floor of the Tower ___ of the Project named **“NORTH GRANDE”(Said Complex)** at the said Land.

2. **PARKING:** _____ Parking Space/s for parking of () medium sized car/s in the covered space in the Said Building/Said Complex and _____()medium sized car/s in the open space at the ground level of the Said Property/Said Complex, which **(1)** shall be allotted to the Allottee after completion of construction of the Said Building/Said Complex at such place or places to be decided by the Promoter at its sole discretion and **(2)** can only be used for parking of medium sized motor car of the Allottee and not for any other purposes.

2.1. **OPEN TERRACE:** _____

3. **SAID LAND:**

All That piece or parcel of land containing an area of **641 Decimals**, be the same a little more or less, comprised in several R.S. Dag Nos. 9434, 9435, 9436, 9437, 9438, 9439, 9497, 9498, 9499, 9500, 9501, 9502, 9520, 9520/9709, 9521, 9522 & 9524 appertaining to various R. S. Khatian Nos., under J. L. No. 8, situated within Mouza – DakshinNimta, Police Station - Nimta, and comprised in Holding No. 128, RabindraSarani, within Ward No.29 of North Dum Dum Municipality, Kolkata – 700 049, Sub-Registration Office - Cossipore, Dum Dum, District - North 24 Parganas, butted and bounded as follows:

On the North :Municipal Road;

On the East :Municipal Road;

On the South :Municipal Road;

On the West :Municipal Road and Private Land;

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

The Dag Nos. with their respective Khatian are set out below:

| R.S. Dag No. | Khatian No. | |
|--------------|-------------|------|
| | R.S. | New |
| 9434 | 1185 | 2891 |
| 9435 | 714 | 2892 |
| 9436 | 1168 | 2895 |
| 9437 | 1213 | 2893 |
| 9438 | 498 | 2884 |
| 9439 | 1471 | 2887 |
| 9497 | 1213 | 2897 |
| 9498 | 747 | 2890 |
| 9499 | 458 | |
| 9500 | 622 | 2885 |
| 9501 | 1424 | 2886 |
| 9502 | 482 | 2888 |
| 9520 | 1415 | 2893 |
| 9520/9709 | 1415 | 2898 |
| 9521 | 642 | 2896 |
| 9522 | 1145 | |
| 9524 | 1145 | |
| | | |

SCHEDULE A-1

CHAIN OF TITLE:

(Details of Deeds of Conveyance)

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- a. “**this agreement**” shall mean the Agreement and Schedules all read together.
- b. “**Co-owners**” shall mean (a) all the allottees of Units in the Project excepting those who
 - (i) have either not been delivered possession of any Unit or
 - (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose

possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;

c. “**sanctioned plan**” shall mean the plan sanctioned by the North Dum Dum Municipality(**Municipality**) vide Building Plan No.917, dated 27th February,2018 and include all aspects and qualifications thereat and also include all additions/ alterations vide modification plan upon its sanction.

d. “**other exigencies**” shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.

e. “**scheduled date**” shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.

f. “**Maintenance in-charge**” shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;

g. “**Common Purposes**” shall mean the purposes of managing maintaining upkeeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

h. “**Commercial Block**” shall mean the portion of the New Building in a portion of the ground floor and first floor to contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.) and shall include the separate staircase between ground and first floor and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units.

i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

1. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment

2. The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the

Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

3. The Promoter has been empowered and authorized under the Development Agreement to receive the entire Consideration in respect of the Designated Apartment which is part of the Promoter's Allocation under the Development Agreement and also the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

4. The said Building shall contain certain Common Areas as specified in clause 1.1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. Subject to the Allottee not committing any default in observance of the House Rules the Allottee shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner

5. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

6. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.

7. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Dum Dum Municipality and upon complying with the applicable provisions of the Act and/or Rules.

8. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services

and installations for common use and also such areas which are reserved for parking and for any other use.

9. **Other Charges:** As part of the Total Price, the Allottee shall also pay to the Promoter the amounts as specified in the Schedule C.

10. Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.

11. **Legal Fees:** legal fees in respect of the Said Apartment, which shall be Rs. 25,000/- (Rupees Twenty Five Thousand only). The legal fees shall be paid to the Promoter, who shall do all accounting with _____ the _____ Project

_____. The Allottee shall also pay the Goods and Service Tax in respect of the Legal Fees.

12. **Stamp Duty and Registration Costs:** applicable stamp duty and registration fees for registration of this Agreement and the Deed of Conveyance to be executed subsequently and all other fees and charges, if any, as applicable and intimated by the Promoter together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees Ten Thousand only) for each registration, which shall be paid and borne by the Allottee 15 (fifteen) days prior to the date of registration.

13. The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.

14. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to any fitout or other activity.

15. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration, modification of or in or to the Said Building or any part thereof and/or any other construction, addition or alteration at the Project by the Promoter (including and notwithstanding any temporary

obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

16. Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

17. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.

18. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.

19. The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

20. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of one year from the date of the Completion Certificate

21. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

22. AREA CALCULATION:

22.1. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

22.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

22.3. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

22.4. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____Square feet more or less.

22.5. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____Square feet more or less.

23. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone

24. Unless changed by the Promoter, _____ name and address of architect shall be the Architect for the Project.

25. The Project shall bear the name **“NORTH GRANDE”** or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE ‘B’ - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Part I**(Total Price)**

The Total Price shall be paid by the Allottee towards purchase of the Said Flat And Appurtenances is as mentioned below:

| <u>Particulars</u> | <u>Rate per Sqft. /</u> | <u>Price (Rs.)</u> |
|-----------------------------|--------------------------------|---------------------------|
| | <u>Nos.</u> | |
| Base Price of the Said Flat | | |
| Covered Parking Space | | |
| Open Parking Space | | |
| Preferential Location | | |
| Preferential Floor | | |
| Total Price | | |

Rs. _____ /- (Rupees _____ only)

(Extras)

| <u>Particulars</u> | <u>Rate per Sqft.</u> | <u>Price (Rs.)</u> |
|--|------------------------------|---------------------------|
| Maintenance Security Deposit(For 1 year) | 36/- | |
| Sinking Fund | 24/- | |
| Transformer & Electricity | 50/- | |

| | | |
|-------------------------------------|------|--|
| Charges (Without Meter deposit) | | |
| Club Membership Fee | 75/- | |
| Municipal Tax Deposit | 18/- | |
| Generator charges for _____ Watt | - | |
| Total Price (Extras) | | |

The Price mentioned in Part I of the Schedule under “Extras” above shall be paid by the Allottee in installments as mentioned below:

- 50% of the total price (Extras) except Maintenance Security Deposit, Sinking Fund and Municipal Tax Deposit on 3rd Floor Roof Casting.
- 50% of the total price (Extras) along with Maintenance Security Deposit, Sinking Fund and Municipal Tax Deposit on or before Possession.

Part II

(Payment of Total Price)

The Total Price as mentioned in Part I of the Schedule-C above shall be paid by the Allottee in installments as mentioned below:

| Sl No. | Payment Description | Percentage of Total price | Total Amount (Rs.) |
|---------------|---|----------------------------------|---------------------------|
| 1 | On Booking | | |
| 2 | Simultaneously with the execution of this agreement | 20% (minus booking amount) | |
| 3 | On foundation of the Said Building | 15% | |
| 4 | On ground floor roof casting | 10% | |

| | | | |
|----|--|-----|--|
| 5 | On 1st floor roof casting | 10% | |
| 6 | On 2nd floor roof casting | 10% | |
| 7 | On 3rd floor roof casting(Including 50% of Extras except Maintenance Security Deposit, Sinking Fund and Municipal Tax) | 05% | |
| 8 | On 4th floor roof casting | 05% | |
| 9 | On 5th floor roof casting | 05% | |
| 10 | On 6th floor roof casting | 05% | |
| 11 | On brick work of Said Flat | 05% | |
| 12 | On flooring of Said Flat | 05% | |
| 13 | On or before possession of Said Flat (Including 50% of Extras along with Maintenance Security Deposit, Sinking Fund and Municipal Tax) | 05% | |

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

1. UNIT:

1. Wall Finish Interior: Brickwork with Plaster of Paris or equivalent.

2. Flooring:

- (i) **Bedroom:** Vitrified tiles
- (ii) **Living / Dining Room:-** Vitrified tiles

3. Kitchen: Granite Platform

- (i) **Flooring:** Vitrified tiles
- (ii) Stainless steel sink.
- (iii) Dado of ceramic tiles upto 2ft above the counter / platform

4. Toilet

- (i) Ceramic tiles for flooring.
- (ii) Ceramic tiles up to door height.
- (iii) White sanitary ware of reputed make.
- (iv) CP fittings of reputed make.

5. Electrical:

(i) Concealed copper wiring with modular switches

6. Doors: flush shutters with lock only at main door

7. Windows: Aluminum.

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES, FACILITIES:

(i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.

(ii) Staircases with connected landings (except the commercial block)

(iii) One lift with connected landings.

(iv) lift well

(v) Common lobbies in all floors

(vi) Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.

(vii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.

(viii) Electrical installations with main switch and meter and space required therefor.

(ix) Roof of the New Building.

(x) Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.

(xi) Water, waste and sewerage evacuation pipes and drains.

(xii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.

(xiii) Underground Reservoir with water distribution pipes to the Overhead water tank of the New Building.

(xiv) Water pump with motors and space for installation of the same.

(xv) One Generator its panels, accessories and wirings and space for installation of the same.

(xvi) Water Treatment Plant if Deep Tube Well is required.

(xvii) Fire fighting system in the Common Areas in the New Building alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.

(xviii) Boundary wall and gates

(xix) Club House

(xx) Gymnasium (AC)

(xxi) Indoor Games

- (xxii) Steam
- (xxiii) Jacuzzi
- (xxiv) Banquet Hall (AC)
- (xxv) Yoga & Meditation Pavilion
- (xxvi) Swimming Pool
- (xxvii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.

SCHEDULE E1
(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

- 1.** to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners
- 2.** that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
- 3.** In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

(vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

(vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.

(viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

(ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

(x) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner

for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

5. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

6. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

7. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

- 8.** Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
- 9.** not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 10.** not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the Designated Apartment.
- 11.** not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 12.** not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.** no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 14.** to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 15.** to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 16.** to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 17.** to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything

in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

18. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.

19. not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.

20. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

21. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

22. to maintain at his own costs, the Designated Apartment and the Balcony, if any, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

23. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

24. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

25. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

26. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Owners and/

or the Promoter to use or permit any other Unit or portion of the Said Building to be used for residential and non residential purposes

27. To allow and permit the Promoter the following rights and authorities:-

(i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

(ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Coowners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tan to subsidize meet the Common Expenses to that extent.

(iii) The Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.

28. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

28.1.1. Property tax and/or Municipal rates and taxes and water tax (if any) assessed on or in respect of the Designated Apartment and Appurtenances directly to the Dum Dum Municipality and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance in-charge the proportionate share of all such rates and taxes assessed on the said Land.

28.1.2. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated

Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

28.1.3. Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).

28.1.4. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

28.1.5. Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.3/- (Rupees three) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

28.1.6. In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- per annum to be increased every three years by 15% (fifteen percent) of the amount then payable.

28.1.7. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Allottee. Stand-by power supply to the Said Flat from diesel generator upon the Allottee making payment for the same per individual flat in the manner as follows:

Rs.20,000/- (Rupees twenty thousand only) for 2 (two) BHK flat up to a maximum utilization of 500 Watts.

Rs.40,000/- (Rupees forty thousand only) for 3 (three) BHK (small or medium) flat up to a maximum utilization of 1000 Watts.

Rs.50,000/- (Rupees fifty thousand only) for 3 (three) BHK (big) flat up to a maximum utilization of 1250 Watts.

Rs.60,000/- (Rupees sixty thousand only) for 4 (four) BHK flat up to a maximum utilization of 1500 Watts.

28.1.8. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

28.2. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default

28.3. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In- Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

28.4. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

28.4.1. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

28.4.2. The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/ or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

SCHEDULE E-2

Common Expenses shall include the following (“**Common Expenses**”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Please affix Photographs and sign across the photograph

Name _____

Address _____

(2) Signature _____

Please affix Photographs and sign across the photograph

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Please affix Photographs and sign across the photograph

Name _____

Address _____

At _____ on _____

in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____