

Agreement for sale

This Agreement for Sale (Agreement) executed on this ----- (Date) day of -----
------(Month), 20-----,

By and Between

SMT. JAYATI DAS(PAN NO : BKUPD8168H), wife of Late Shri Rajat Kanti Das, by faith Hindu, aged about 82 years , by occupation housewife, residing at Village & P.O. : Dwaranda , P.S. : Illambazar , Birbhum , Pin : 731236 having permanent address at 18/2, Bakrahat Road, P.S. Thakurpukur, Kolkata-700063 hereinafter referred to as the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors, successors-in-office/business and permitted assigns, as the case may be) represented by her Constituted Attorney **M/s. TRIKAL CONTRACTORS & DEVELOPERS** represented by one of its Partners namely **SHRI PRADIP KUMAR NANDI** , the Promoter herein.

AND

M/s. TRIKAL CONTRACTORS & DEVELOPERS, PAN:AAIFT6972A a Partnership firm formed under the Indian Partnership Act, 1932 , having its principal place of business at Room No. 5N, 5th Floor, White Tower, 115 College Street, Police Station Bowbazar, Kolkata- 700012 represented by one of its partners namely **(1) SRI PRADIP KUMAR NANDI, (PAN: AUGPN8093A)** , son of Late Sri. Anil Nandi, by faith Hindu, aged about 52 years ,by occupation Business residing at Village and Post Office : Dhaltithar, Police Station-Basirhat, North 24 Parganas, PIN-743412 (earlier mentioned as 743413) ; and **(2) SHRI RAJESH KUMAR SINGH (PAN ATYPS4735R)**, Son of Sri Babban Singh, by faith-Hindu, , aged about 82 years , by occupation-Business, having permanent address at 43/1, Durgapore Lane, Ward No.74,Kolkata-700027 and at present residing at T-4B, Protech Park, Tower Block, Upper Hengrabari,Post Office-Hengrabari, Police Station- Dispur, Guwahati, Kamrup, Assam-781036 represented by his Constituted Attorney **SRI PRADIP KUMAR NANDI**, the other partner herein, by virtue of a Registered General Power of Attorney dated 23rd August 2018 which was duly registered in the office of the Additional Registrar of Assurances-III, Kolkata and entered in Book No.-IV, CD Volume No. 1903-2018, Pages from 149320 to 149339 Being No. 190305259 for the year 2018, which is still in force hereinafter referred to as the **“Promoter”** (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).

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,(Aadhar 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-----,(Aadhar 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------(Aadhar 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.-----,(Aadhar No-----)son of -----
-----aged about for self and Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at -----(PAN No-----), 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 and permitted assigns).

The Owner , Promoter and Allottee shall herein after collectively be referred to as the “Parties” and individually as a “Party”.

DEFINATIONS:

For the purpose of this Agreement for sale, unless the context otherwise requires –

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

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

“**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

“**Section**” means a section of the Act.

WHEREAS:

- A. **By a Bengali Kobala dated 24th July 1991 and registered in the office of the A.D.S.R. Bolpur , Birbhum and recorded in Book No. I, Volume No. 102, Pages 206 to 209 , Being No. 8443 for the year 1991** and made between (1) Ram Kinkar Bhattacharya , (2) Haradhan Bhattacharya and (3) Hara Kumar Bhattacharya , therein jointly referred to as the Vendors of the One Part and (Smt) Jayati Das , therein referred to as the Purchaser of the Other Part , the Vendors therein for the consideration mentioned therein sold , conveyed , transferred , assigned and assured unto and in favour of the Purchaser therein **ALL THAT the piece or parcel of land measuring 58 (Fifty Eight) decimal** , a bit more or less lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474 , Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , District : Birbhum , West Bengal , Pin : 731236 absolutely and forever free from all encumbrances , charges and liens whatsoever.
- B. **By a Bengali Kobala dated 24th July 1991 and registered in the office of the A.D.S.R. Bolpur , Birbhum and recorded in Book No. I, Volume No. 102, Pages 203 to 205 , Being No. 8442 for the year 1991** and made between Mrinal Kanti Pal, therein referred to as the Vendor of the One Part and (Smt) Jayati Das , therein referred to as the Purchaser of the Other Part , the Vendor therein for the consideration mentioned therein sold , conveyed , transferred , assigned and assured unto and in favour of the Purchaser therein **ALL THAT the piece or parcel of land measuring 07 (Seven) decimal** , a bit more or less lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474), Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , District : Birbhum , West Bengal , Pin : 731236 absolutely and forever free from all encumbrances , charges and liens whatsoever .
- C. In the manner aforesaid by virtue of the above recited 2 (two) Nos. Bengali Kobalas dated 24th July 1991; and consequently after mutating her name as the recorded owner in R.O.R. before B.L. & L.R.O , Illambazar , Birbhum , Government of West Bengal and converting the nature of the land the said Jayati Das became sole and absolute owner of **All that the piece or parcel of total Bastu land of 65 (sixty five) decimal , a bit more or less comprising of (1) a plot of Bastu land admeasuring 58 (Fifty Eight) decimal , lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474; and (2) a plot of Bastu land admeasuring 07 (Seven) decimal , lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474) ; at Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , totally admeasuring 2634.92 square meters situated in District : Birbhum , West Bengal , Pin : 731236 under the jurisdiction of A.D.S.R. Bolpur and District Registry Office Suri hereinafter referred to as the "Land" more particularly described in Part I of Schedule A free from all encumbrances , charges and lien whatsoever.**
- D. That by a **Development Agreement dated 10th October, 2013 which was registered as Deed No. 04627 of 2013 in the Office of the A.R.A – III Kolkata on 10th October 2013**, hereinafter referred to as Said Development Agreement , the said Jayati Das being the lawful Owner of the said Land with a view to develop his land as aforesaid appointed M/s. TRIKAL CONTRACTORS & DEVELOPERS, a firm represented by its partners. (1) Shri. Rajesh Kumar Singh and (2) Shri. Jaydip Chakraborti to construct a new residential project .
- E. That Owner of the said Land Smt. Jayati Das by a General Power of Attorney dated 10th October, 2013 which was registered in the Office of the A.R.A. – III Kolkata and entered in Book No. IV, CD Volume No. 11, Pages from 2372 to 2382 Being No. 07327 for the year 2013 hereinafter referred to as said **First General Power of Attorney** authorised M/s. TRIKAL CONTRACTORS & DEVELOPERS, the firm represented by its partners (1) Shri. Rajesh Kumar Singh and (2) Shri. Jaydip Chakraborti to carry out construction of a new residential project

on the said Land after obtaining a Sanctioned Building Plan from the Illambazar Gram Panchayet and sale of sanctioned area therein comprised in several self contained buildings, flats/ apartments/tenements and other facilities therein together with the proportionate undivided impartible share and/ or interest in said Land and right over the common area , infrastructure and facilities of the new residential project as the Developers's Allocation fully described in clause no. 7 of the said Development Agreement.

- F. That on 30th July,2014 vide a Admission cum Retirement Deed which was duly registered in the office of the Additional Registrar of Assurances-III, Kolkata and entered in Book No.-IV, CD Volume No. 9, Pages from 6038 to 6048 Being No. 05399 for the year 2014,M/S Trikal Contractors & Promoters has admitted Shri Pradip Kumar Nandi as new partner upon retirement of Shri Jaydip Chakraborti from partnership.
- G. That the said Jayati Das being the lawful Owner of the said Land has entered into a Supplementary Agreement dated 14th June 2017 with the said M/s. TRIKAL CONTRACTORS & DEVELOPERS, a firm represented by its partners. (1) Shri. Rajesh Kumar Singh and (2) Shri. Pradip Kumar Nandi, to specifically and expressly define and describe the Owner's Allocation , Developers's Allocation and other terms & conditions , hereinafter referred to as said **Supplementary Agreement**.
- H. That due to changes of Partner on 30th June 2014 in M/s TRIKAL CONTRACTORS & DEVELOPERS, the said Jayati Das being the lawful owner of the said Land has revoked the said First General Power of Attorney executed on 10th October 2013 by execution of a **Deed of Revocation of the Power of Attorney dated 28th June, 2017** which was registered in the Office of the A.R.A. – III, Kolkata and entered in Book No IV, Volume No. 1903-2017, Pages from 86107 to 86122 Being No. 190303404 for the year 2017.
- I. That due to revocation of the said First General Power of Attorney the said Jayati Das being the lawful Owner of the said Land by a fresh **General Power of Attorney dated 28th June 2017 which was registered in the Office of the A.R.A. – III, Kolkata , entered in Book No. IV, Volume No. 1903-2017,Pages from 86772 to 86792 Being No. 190303406 for the year 2017** hereinafter referred to as said **Second General Power of Attorney** , appointed M/s TRIKAL CONTRACTORS & DEVELOPERS as his Lawful Attorney and empowered its partners and nominees jointly or severally to do all acts , deeds and things mentioned therein including power to carry out construction of a new residential project on the said Land after obtaining a Sanctioned Building Plan from the Illambazar Gram Panchayet and Birbhum Zilla Parishad and sale of sanctioned area therein comprised in several self contained buildings, apartments and other facilities therein together with the proportionate undivided impartible share and/ or interest in the said Land and right over the common area, infrastructure and facilities of the new residential project as the Developer's Allocation fully described in clause no. 7 of the said Development Agreement and clause no. 4 of the said Supplementary Agreement.
- J. That to obviate any dispute on Owner's Allocation and Developer's Allocation pursuant to change of initial concept of building plan and FAR of the said project after sanction of Plan by Birbhum Zilla Parishad and Illambazar Gram Panchayet , said Jayati Das being the lawful Owner of the said Land has entered into a **Supplementary Development Agreement in terms of Development Agreement dated 10th October 2013** on 7th February 2019 with the said M/s. TRIKAL CONTRACTORS & DEVELOPERS a firm represented by its authorized partner Shri. Pradip Kumar Nandi, which was registered as Deed No. I-190300374/2019 of 2019 in the Office of the A.R.A – III Kolkata on 9th February 2019, *on same terms and conditions as said Supplementary Agreement dated 14th June 2017* ,to specifically and expressly define and describe the Owner's Allocation , Developer's Allocation and other terms & conditions , hereinafter referred to as said **Supplementary Development Agreement**.

- K. The Said Land is earmarked for the purpose of building a residential project comprising of 7 (seven) self contained two storied buildings with each building consisting of 4 (four) independent apartments and the said project upon completion shall be known as **ARONYONEER** (“Project”);
- L. 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;
- M. **The** Illambazar Gram Panchayat has granted the approval to develop the project vide letter no. 142/IGP/2017 dated 29 March 2017 and stated the validity of the sanctioned plan vide letter no. 289/IGP/19 dated 8/5/19
- N. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the said Project comprising of buildings and apartments from the Birbhum Zilla Parishad vide memo no. 595/1(3)/I/GENL/B.P./71/16-17/BZP/2017 dated 23/03/2017 and the Illambazar Gram Panchayat. 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;
- O. 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.-----;
- P. The Allottee had applied for an apartment in the Project *vide* application no.-----
-----dated-----and has been allotted apartment no.-----
-----having carpet area of -----square feet on _____
floor in building no.----- (“Building”) and 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 “**Apartment**” more particularly described in **Part II of Schedule A** and the **floor plan of the apartment** is annexed hereto and marked as **Schedule B**;
- Q. The **Site plan** of the said Project describing the self contained buildings , common infrastructure & facilities and common area including entrance gate , boundary , internal road , security room , caretaker room , pathway , passage , garden and other common facilities therein , is annexed hereto as **Schedule C**
- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- S. 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;
- T. 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;
- U. In accordance with 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 Apartment as specified in Para P;

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

1. TERMS:

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

1.2 The total price for the Apartment based on the carpet area is Rs.----- (Rupees-----only) ("**Total Price**") . Details of Price Break-Up of the Apartment is as follows:

Building No. -----	Rate of Apartment: Rs. _____ per sqft
Apartment No.-----	Preferential location charges: Rs. _____ per sqft.
Floor-----	Monthly Maintenance Charges: Rs. 3.00 per sqft.
Cost of Apartment: Carpet Area: Exclusive Balconies: Proportionate Cost of Common Areas: Preferential Location Charges: Proposed monthly maintenance charges	
Total Cost of the Apartment	Rs. _____
GST (at applicable rate)	Rs. _____
Total Price	Rs. _____

Explanation:

1.2.1 The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.

1.2.2 The Total Price above include Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

a) Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;

b) 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;

1.2.3 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;

1.2.4 The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, water line and plumbing, internal wall finishing with POP, external wall paint, tiles, doors, windows, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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, in any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **schedule D (“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 & alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘E’** and **Schedule ‘F’** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

1.6.1 Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6.2 Provided that if there are substantial changes from the plans as sanctioned by Bhirbhum Zilla Parishad, the Promoters shall ensure that the same is regularised by the Birbhum Zilla Parisad before handing over of the Apartment to the Allottee.

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

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

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

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, , water line and plumbing, , internal wall finishing with POP, external wall paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para __ etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the 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, as the case may be.

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

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/C payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of TRIKAL CONTRACTORS & DEVELOPERS payable at Kolakta .

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

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said 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 or appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME OF ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

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

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of 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 Apartment along with ready and

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

7.1.1 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

7.2.1 The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate.

7.2.2 Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the 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 Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession of the Allottee

7.4.1 After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

7.4.2 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 or the competent authority, as the case may be, within thirty days after obtaining the completion certificate

7.5. Cancellation by Allottee

7.5.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

7.5.2 Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6. Compensation

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

7.6.2 Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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 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 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees 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 possession of apartment as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

9.1.1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

9.1.2 Discontinuance of the Promoter's business as a Promoter on account suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the 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 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

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

10.2 [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / 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 has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. UASGE:

Use of Service Areas: The service areas, if any, as located within the Aronyoneer, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and caretaker's rooms, security room , yoga room , etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 Allottes for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/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 Apartment, or the staircases, common passages, corridors, circulation areas, garden , service installations or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenance thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee shall 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 damage arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. 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 -----

-----[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in -----
-----.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose

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

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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-----
-----.

29. 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 the Allottee

----- (Allottee Address)

M/S.-----Promoter Name

----- (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.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter. Allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, 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 there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

33.2. The Arbitrator shall have summary power.

33.3. The Arbitrator shall have power to give interim awards and/or directions.

33.4. It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.

33.5. The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

34. DISCLAIMER:

The parties hereto agree and acknowledge that none of the terms and conditions contained herein is in any way inconsistent with or in derogation of the provisions of the West Bengal Housing Industry Regulation Act 2017 and the rules framed thereunder.

35. JURISDICTION:

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at -----(city/town name) 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-----

Name -----

Address -----

2. Signature-----

Name -----

Address -----

Please affix
photographs and
sign across the
photograph

Please affix
photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

1. Signature-----

Name -----

Address -----

Please affix
photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

1. Signature-----

Name -----

Address -----

Please affix
photographs and
sign across the
photograph

At-----on-----in the presence of:

WITNESSES:

1. Signature-----

Name -----

Address -----

2. Signature-----

Name -----

Address -----

SCHEDULE A

PART I

(SAID LAND)

All that the piece or parcel of total Bastu land of 65 (sixty five) decimal , a bit more or less comprising of (1) a plot of Bastu land admeasuring 58 (Fifty Eight) decimal , lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474; and (2) a plot of Bastu land admeasuring 07 (Seven) decimal , lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474) ; at Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , totally admeasuring 2634.92 square meters situated in District : Birbhum , West Bengal , Pin : 731236 under the jurisdiction of A.D.S.R. Bolpur and District Registry Office Suri , which is butted and bounded in the manner as follows:

On the North : By the land of Shri. Kushalbrata Ghosh & Shri. Gaurab Ghosh

On the South : By the land of Shri. Amiyo Gupta and Smt. Munmun Gupta & Birbhum Zilla School Board

On the East : By the main road

On the West : By the Jungle (Chaupahari)

SCHEDULE A

PART II

(SAID APPARTMENT)

ALL THAT **APARTMENT No. ___** on the _____ Floor of **BUILDING No. ___** , delineated on the Site plan of the said Project annexed hereto as Schedule C and bordered thereon in "Green", measuring about ___ **square feet carpet area** , together with _____ square feet of exclusive balconies and other spaces , together with _____ square feet being the proportionate share in the common area in the said building no....; delineated in the floor plan annexed hereto, being **SCHEDULE-B** duly bordered thereon in "Red", **together with** proportionate variable, undivided, indivisible share of Land as described in Part I of SCHEDULE-A hereinabove **together with** pro-rata share in common area and proportionate right to use the common area, infrastructure and facilities of the said Project.

SCHEDULE B

(FLOOR PLAN OF THE APARTMENT)

SCHEDULE C

(SITE PLAN OF THE PROJECT)

SCHEDULE D
(PAYMENT PLAN)

Apartment No.
Carpet Area of the Apartment
Area of Exclusive Balconies & other Exclusive Area of the Apartment
Proportionate Share in the Common Area
Preferential Location Charges (if any)
Total Consideration
GST (at applicable rate)
Total Price

INSTALMENT PAYMENT PLAN

Particulars	Amount (Rs)
On Allotment 5.00%	
Execution of the Agreement for Sale 10.00%	
On Completion of Foundation 15.00%	
On Casting of Ground Floor Slab 20.00%	
On Casting of 1st Floor Slab 20.00%	
On Commencement of Internal Plastering Works 10.00%	
On Commencement of External Plastering 10.00%	
On Possession 10.00%	
Total Payments 100.00%	

DOWN PAYMENT PLAN

Particulars	Amount (Rs)
On Allotment 10.00%	
Execution of the agreement for sale (within 30 days of booking) 80.00%	
On Possession 10.00%	
Total Payments 100.00%	

Note:

1) All instalments to be paid within fourteen days from the date of receipt of Demand Notice being given to the Allottees by the Promoters and in default to pay interest at the rate of 15% per annum on all sums becoming due which the Allottees fails to pay to the Promoters in terms hereof. This will be without prejudice to the other rights of the Allottees and the Promoters herein.

2) All Cheques to be issued in the name of TRIKAL CONTRACTORS & DEVELOPERS. Separate cheques would have to be made for proportionate total consideration and GST levied thereon.

3) It is made clear that GST on total consideration of the said Unit shall be applicable at the rates as may be notified by the authorities from time to time.

4) Before taking possession, the entire payments as stated in this Schedule and other additional payments required to be made for additional work conducted, are to be paid by the Allottees along with the last instalment.

5) EXTRA PAYMENTS:

A) Other Charges : to be paid by the Allottees before taking over possession of the said Apartment:

a) Actual Electricity Deposit and Electricity Service Connection Charges payable for obtaining individual electric connection & meter for the said apartment as may be payable to the WBSEDCL

b) Proportionate share of Electricity Deposit and Electricity Service Connection Charges payable to the WBSEDCL for the common electric connection & meter required for the individual Building and the common area , infrastructure and facilities and amenities of the Project.

c) Legal and documentation Charges for drafting legal documents and managing registration and related matters : Rs. 25,000/-

B) Advances and Deposits: to be paid by the Allottees before taking over possession of the said Apartment:

a) Interest free **CORPUS DEPOSIT** as Sinking Fund on account of maintenance @ Rs. 75.00 (Rupees Seventy- Five only) per square feet of the total area as mentioned in Clause 2.0 above and the cheque in the name of TRIKAL CONTRACTORS & DEVELOPERS for the same to be handed over by the Allottee to the Promoter before taking possession of the Apartment as and when called upon to do so by the Promoter. The Income of the corpus so earned will be utilized for the maintenance common area , infrastructure and facilities and amenities of the Project. The Promoters will transfer the said Sinking Fund without any interest to the Maintenance Association / Company once it is formed and registered. The Sinking Fund collected from each Allottee will remain credited to the account of such Allottee in the records of Promoter and subsequently to the said Maintenance Association / Company.

b) Interest free **MAINTENANCE SECURITY DEPOSIT** equivalent to 1-year maintenance charges @ Rs. 3.00 (Rupees Three only) plus GST per square feet of the total area as mentioned in Clause 2.0 above and the cheque in the name of TRIKAL CONTRACTORS & DEVELOPERS for the same to be handed over by the Allottee to the Promoter along with GST at the rates as applicable at the relevant point of time towards the maintenance cost of the common area , infrastructure and facilities and amenities of the Project as and when called by Promoters to do so (but before taking possession of the apartment).

b.1) This is a non-refundable deposit and the Allottee is not absolved from making monthly payment of maintenance expenses of the project and is liable to pay maintenance charge every month from the date of having taken possession of the apartment.
of the Unit beside paying the maintenance deposit.

b.2) Any surplus if remaining with the Promoter on account of the maintenance security deposit, stated above, the Promoter will hand over such excess deposit to the Maintenance Association/ Company upon its formation provided there shall be no default on the part of the Allottee in making payment as mentioned hereinbefore.

SCHEDULE E

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT))

1. **STRUCTURE**: R.C.C framed Super-structure as per the design requirement using standard quality steel and cement of I.S.I. standard with brick wall.
2. **SANITARY AND PLUMBING**: All pipelines shall be provided of C.P.V.C / U.P.V.C pipes of I.S.I standards.
3. **FLOORING**: Vitrified tiles in bed room, study, dining and drawing room. Anti Skid ceramic tiles in bathroom , kitchen , balcony , stair and lobby.
4. **DOORS**: I.S.I. standard flash door with wooden door frame for all doors except premium quality waterproof door for bathroom. 1(one) no. stainless steel hash bolt , tower bolt and door stopper of recognized brand for all doors . Additionally 1(one) no. night latch of recognized brand will be provided only for main door. M.S. collapsible gate will be provided only for balcony door of every apartment .
5. **WINDOWS**: Aluminum sliding windows with glass panels and M.S. grill in windows.
6. **WALL FINISHING**: Inside wall will be finished with Plaster of Parish / Putty on cement plaster.
7. **PAINTINGS**: External walls of the building shall be painted with weather proof emulsion paint. Walls of staircase and landing shall be painted with plastic emulsion paints. All doors shall be painted with wood primer and M.S. grills with synthetic enamel paints . All paints will be of recognized brand.
8. **ELECTRICAL**: Concealed copper wiring with circuit breakers of I.S.I standard and adequate electrical points with premium quality modular switches will be provided as under :-
BED ROOM & STUDY: Two light points, one fan point, one 5 amp. 3 pin socket, and one Air –Conditioner point for bedroom only ;
DRAWING CUM DINING ROOM: Three light points, two fan points, four 5 amp. Plug and one T.V. point.
KITCHEN: One light point, one exhaust fan point, two 5 amp. and one 15 amp. plug point;
TOILET: One light points, one geyser point and one exhaust fan point ;
9. **KITCHEN**: Cooking platform will be of marble with granite finish. One Stainless Steel sink and two C.P. taps. Ceramic tiles will be fitted upto the height of 3’ on cooking platform;
10. **TOILET**: One European WC with cistern , one shower , one mixer and two C.P taps , one wash basin with mirror of recognized brand. Toilet walls will be fitted with Ceramic tiles upto 6.5’ height .
11. **WATER SUPPLY**: Water will be arranged through deep tubewell or from local government authority supply and will be linked from the roof top water tank to the individual apartment.

12. **DISPOSAL OF SEWAGE** : Septic tank and soak pit for individual buildings in the said Project.
13. **POWER SUPPLY**: Individual metering for all apartments (cost will be borne by the apartment owners)
14. **ROOF**: Slopped roof with proper roof treatment.
15. **SECURITY MANAGEMENT SYSTEM** : M.S. collapsible gate for all entrance gates of individual buildings in the said Project. 24 hours security with C.C.T.V. surveillance and intra-communication facility between every apartment and security room.

SCHEDULE F

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

Common Infrastructure & facilities :

- a) **Open Space** : All green spaces with all the trees, bushes, shrubs, flowers beds etc together with all scriptures and playing outfits etc. and all area forming an integral part of the said Project which are open to sky.
- b) **Internal Roads & Pathways** : Brick/concrete/ metal/paver's block common central 5 meter wide road and pathways connecting buildings , entrance gates and other common area , infrastructure and facilities in the said Project.
- c) **Sewage Disposal** : External and underground pipeline network to discharge sewage including manholes , septic tanks and soak pits.
- d) **Water Supply Network** : 24 hours water supply through pipe lines to raise water from the underground reservoirs to roof top overhead tanks of each buildings.
- e) **Deep Tubewells** : Deep tubewells laid underground together with pumps and other equipments including pump house.
- f) **WBSEDCL sub-station space** : All WBSEDCL Sub-station space given to WBSEDCL excluding all the machinery, transformer etc which are exclusive properties of WBSEDCL.
- g) **Fire Fighting** : Fire extinguishers to be installed in the buildings and common areas of the project.
- h) **Emergency Evacuation** : Project and the buildings has proper arrangement for evacuation in case of emergency.
- i) **Street & Project Lights** : All street lights with post including landscape lights and any light fixtures fixed / erected in any part/area of the said Project to illuminate the common area , infrastructure and facilities in the said Project together with electrical fittings , fixtures and other equipments.
- j) **Meter room** : Space provided for installation of meter(s) on the ground floor of each buildings in the said Project and also spaces for installation of electricity meter supplied by WBSEDCL.

- k) **C.C.T.V. Network** : The entire C.C.T.V. Network within the said Project.
- l) **Intra-communication telephone network** : the entire network of Intra-communication telephone facility of the said Project.

Common Areas :

- a) Entrance gate/s of the said Project and the gates in all the buildings of the said Project.
- b) Security room , caretaker's room and yoga room of the said Project.
- c) Boundary wall of the said Project
- d) Easement rights and appurtenances belonging to the buildings of the said Project.
- e) Staircase and lobbies on all the floors of all the buildings of the said Project.
- f) Ultimate slopped roofs of all the buildings of the said Project.