

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** ("Agreement") executed on this _____ day
of _____, 20__.

By and Between

[1] SHRI ARUN KUMAR CHATTERJEE [PAN – BBDPC9626D] [AADHAR NO. - _____], son of Late Uttam Chatterjee, by faith- Hindu, by occupation- Business, residing at 41/10 Sarsuna Main Road, P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; [2] SMT. ANINDITA CHAKRABORTY [PAN – AKKPC0749E] [AADHAR NO. - _____], wife of Late Ashish Chakraborty, by faith- Hindu, by occupation- Housewife, residing at 4/4, Kastodanga road P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061, represented by their constituted attorney – CHANDAN MONDAL [PAN- AKFPM0904F], son of Late Kanai Lal Mondal, by faith – Hindu, both by occupation – Business, residing at 50C,Becharam Chatterjee Road P.S.-Parnasree, P.O- _____, Kolkata-700 034, in the District of South 24-Parganas, vide Agreement for Development and Development Power dated 25th day of September 2017 registered in the office of the Addl. District Sub Registrar , South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. _____, from Page _____ to _____ as Being No. _____ for the year _____, hereinafter referred to as the "LANDOWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns).

AND

CHANDAN MONDAL [PAN- AKFPM0904F], son of Late Kanai Lal Mondal, by faith – Hindu, both by occupation – Business, residing at 50C,Becharam Chatterjee Road P.S.-Parnasree, P.O- _____, Kolkata-700 034, in the District of South 24-Parganas, hereinafter referred to as the "DEVELOPER"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns)

AND

[1] _____, [PAN – _____] [AADHAR NO. - _____] wife of _____, by faith- _____, by occupation- _____, by nationality - Indian and [2] _____, [PAN – _____] [AADHAR NO. - _____] son of _____, by faith- _____, by occupation- _____, by nationality - Indian, both are presently residing at _____, P. O. _____, P. S.- _____, Kolkata – _____, hereinafter called the "ALLOTTEE/PURCHASERS" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include the allottee's heirs, executors, administrators, successors-in-interest and permitted assigns).

(The "Owner", "Developer" and "Allottee" shall hereinafter, collectively, be referred to as the "Parties" and individually as a "Party")

DEFINITIONS:

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

(a) "Act" means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);

(b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing industry Regulation Act, 2017;

(c) "Regulations" means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;

(d) "Section" means a section of the Act.

WHEREAS:

A. The Owners are the absolute and lawful owners of the property more fully described in the FIRST SCHEDULE hereto (the "SAID LAND"), as per the particulars of title of the Said Land as more fully described in the SECOND SCHEDULE hereto.

B. The Owners had desired to and accordingly earmarked the Said Land for the purpose of building a Building/ Project "SAKTI GITA MANSION" (Building/ Project name) comprising of residential Units and also other spaces and common areas (the "BUILDING/ PROJECT").

C. The Owners have entered into a registered agreement dated 25th day of September 2017, with the Developer for construction and development of the Building/ Project on the Said Land (the "DEVELOPMENT AGREEMENT").

D. The Developer has made a scheme of constructing and developing the Building/ Project for construction of residential units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Building/ Project.

E. The common areas of the Building/ Project, inter alia, will have amenities and facilities, which are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Building/ Project as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Building/ Project on the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Building/ Project are given in the THIRD SCHEDULE hereunder written (collectively the "COMMON AREAS").

F. The Developer has christened the Building/ Project to be known as "**SAKTI GITA MANSION**".

G. The Developer, intends to build and/or construct 14 numbers of flats in and _____ numbers of car parking spaces in the said building.

I. The Developer caused a plan prepared by its architects for construction of said building and got the said plan sanctioned vide building plan no _____ dated _____ **from the Kolkata Municipal Corporation** (the "SAID PLAN") and, inter alia, and shall take up construction and development of buildings of building with provisions for amenities and facilities to be used in common by the occupants of the Building/ Project, in due course.

J. The Developer has registered the Building/ Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the ___ day of _____, under registration no. _____.

K. The Allottee has applied for allotment of an Said Unit in the said building under development vide application No. _____ - _____ dated _____ and has been allotted Said Unit No. ___ having super built-up area of _____ Sq. Ft (_____) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building (the "BUILDING") within the Building/ Project named "**SAKTI GITA MANSION**" along with _____ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.____, also along with balcony/Verandah admeasuring approximately _____ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, which Common Areas is defined in the THIRD SCHEDULE hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the

Building/ Project. (morefully described in the FOURTH SCHEDULE hereunder written and collectively the "SAID UNIT") and a floor plan showing the Said Unit in "RED" border thereon is annexed hereto and marked as "ANNEXURE-A".

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

M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Building/ Project including the Building/ Project to which this Agreement relates.

N. The Allottee has been made aware and has unconditionally agreed that the occupants of Said Units of the Building/ Project shall also have complete and unhindered access to all Common Areas, as morefully described in the THIRD SCHEDULE hereunder written as also to all amenities and facilities of the Building/ Project and/or the Building/ Project which are meant or allowed by the Developer for use and enjoyment by other parties, as the case may be.

O. 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;

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said Said Unit, as specified in Para "K" above in the manner mentioned below.

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 Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the FOURTH SCHEDULE herein below.

1.2 The Total Price for the Said Unit based on carpet area of _____ sq. ft. as per the definition given in the Act, balcony/varandah area of _____ sq. ft., aggregating to a chargeable / super built-up area of _____ sq. ft. is Rs. _____/- (Rupees _____ only) as per the details given in Part - I of the FIFTH SCHEDULE" hereunder written (the "TOTAL PRICE")

1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Flat/Unit Price: Flat/Unit no. ____, Block no. <u>NIL</u> , Floor - ____		
	a) Cost of Said Unit Flat /unit (____ Sq. Ft)		
	b) Cost of exclusive balcony or verandah areas	(inclusive)	
	c) Cost of Open Terrace areas		
	d) covered/open car Parking Space (120 Sq. Ft)		
	Sub-Total		
B.	Other Charges:		
	(e) Legal/documentation Charges per Said Unit Flat/Unit. Documentation charges exclude registration / Registrar's		
	(i) for 2BHK	Rs.20,000/- (Rupees Twenty Thousand) only	
	(ii) for 3BHK	Rs. 20,000/- (Rupees Twenty Thousand)	

	commissioning charges, stamp duty and registration fees, payable extra by the Allottee	only	Rs.20,000.00
	Sub-Total		Rs.20,000.00
C	Total GST (Goods and Service Tax) (a) Applicable on "A" above (b) Applicable on "B" above	@1% @18%	
D	Total Price (A + B + C)		

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Developer as per payment schedule:

- (a) Cost of Electric Meter and proportionate cost of bringing underground CESC service main;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite/cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the covering verandah/s and main door, plus applicable taxes, if required; and;
- (f) Amounts of extra additional works requested by me/us apart from or in exchange of the stipulated specifications of flooring/tiling/electrical points/grills/collapsible gate/painting inside/decoration works etc as per prevailing market rate.
- (g) Proportionate amount of Insurance Premium if paid for insurance of the building.

(h) Formation of Association.

(i) Litigation Charges (if required) for safeguarding the title of the land /premises/ building/ appurtenance thereto.

(j) Quarterly KMC Taxes, Ground Rent, Monthly maintenance and upkeepment charges.

(k) Any other incidental charges, taxes, fees, penalties, fines for regularisation of incorporated changes/alterations/modifications done at request of the Allottee.

1.3.2 The Total Price is subject to the following explanations:

(i) The Total Price above includes the total booking amount paid/to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit including GST or a sum of Rs _____ (Rupees _____) only, whichever is higher.

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building/ Project and/or of the Building/ Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer 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 said Building/ Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the authority as per the Act, the same shall not be charged from the Allottee.

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in Part - II of the FIFTH SCHEDULE hereunder written (the "MANNER OF PAYMENT") and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the

payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, 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 Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, exterior finishing with paint, tiles, doors, windows and plumbing, in the Common Areas, and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and/or the Building/ Project and or the Building/ Project to the extent applicable.

1.4 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, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Building/ Project is completed. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall also enclose the relevant 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 Building/ Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.

1.6 It is agreed that the Developer shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities as described herein in the SIXTH SCHEDULE hereunder (which shall be in conformity with the advertisement/prospectus.

Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Developer may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.

1.7 The Developer shall confirm to the Allottee the final chargeable/super built-up area of the Said Unit that has been allotted to the Allottee after the construction of the Building/ Project is complete and the occupancy certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the chargeable/super built-up area. The Total Price payable shall be recalculated upon confirmation by the Developer. If there is reduction in the chargeable / super built-up area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the chargeable / super built-up area, which is not more than 3% (three percent) of the chargeable / super built-up area of the Said Unit Flat/Unit, allotted to the Allottee, as per the next milestone of the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

1.8 Subject to Para 10.3 below the Developer agrees and acknowledge, that the Allottee shall have the right to the Said Unit as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the 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 Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Building/ Project) from the competent authority as provided in the Act;

(iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, exterior finishing with paint, tiles,

doors, windows, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Building/ Project;

(iv) The Allottee has the right to visit the Building/ Project site to access the extent of development of the Building/ Project and the Said Unit, as the case may be.

1.9 It is made clear by the Developer and the Allottee agrees that the Said Unit along with any /covered parking/adjoining open parking/open space etc., if any, allotted to the Allottee and as mentioned in the FOURTH SCHEDULE hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Building/ Project is an independent self-contained Building/ Project covering a portion of the Said Land. It is clarified that the Building/ Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Building/ Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Said Unit 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 other local taxes, charges for water or electricity, maintenance charges, and such other liabilities payable to competent authorities, which are related to the Building/ Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees, the Developer agrees to be liable, even after the transfer of the Said Unit, 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 part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE as may be demanded by the Developer within 10 days and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which us payable, he shall be liable to pay interest at the rate prescribed in the Rules, not exceeding 15% (fifteen percent) per annum.

1.12 It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Developer, the payment of extras as more fully mentioned in

Part – III of the FIFTH SCHEDULE hereto (the “EXTRAS”) as also deposits as more fully mentioned in shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable.

1.13 Until full payment of Extras are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment /delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.

1.14 Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras shall be paid to the Developer by the Allottee before the Deemed Date of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Developer) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of the Extras and the Allottee do covenant with the Developer not to demand actual possession of the Said Unit before making full payment of all the Extras besides the Total Price. It is also agreed by the Purchaser that the Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, panchayat taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.

1.17 In case the exact liability on all or any of the heads mentioned under the heading ‘Extras’ cannot be quantified then the payment shall be made by the Allottee according to the Developer’ estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.

1.18 Apportionment of liability of the Allottee in respect of any item of expenses towards Extras shall be done by the Developer or the nominee of the Developer (as the case may be) and every such apportionment shall be final and binding on the Allottee.

1.19 The time for making payment of the amounts towards Extras (besides the Total Price) is also, inter alia, the essence of this Agreement.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer within the stipulated time as mentioned in the Manner of Payment mentioned in Part-II of the FIFTH SCHEDULE hereto and shall also make the payment of “Extras” also to Developer in the manner provided in this Agreement through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “_____.” payable at _____, _____ branch.

3. COMPLIANCE OF LAW 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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee’s part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5 TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Building/ Project as disclosed at the time of registration of the Building/ Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Building/ Project, however, will be handed over only upon the completion of the Building/ Project in due course of time.

6 CONSTRUCTION OF THE BUILDING/ PROJECT/SAID UNIT:

The Allottee has seen and accepted the proposed layout plan of the Said Unit being Annexure - A to this Agreement, the floor plan as also shown in Annexure-A, specifications, amenities and facilities of the Said Unit/Building/ Project to be provided within the Building/ Project, as mentioned in the SIXTH SCHEDULE hereto and have accepted the same which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Building/ Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities on its own account and also on account of the Developer as agreed in the Said Agreement. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the authority 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 Developer shall constitute a material breach of the Agreement.

7 POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit - The Developer agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the association

of allottees is the essence of the Agreement. The Developer assures to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Building/ Project within **March, 2022** with a grace period of 6 (six) months from that date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Building/ Project (the "FORCE MAJEURE"). If, however, the completion of the Building/ Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to extension of time for delivery of possession of the Said Unit, 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 Developer to implement the Building/ Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount from the date of allotment within 90 days from that date. The Developer 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 the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1.1 Additionally, the Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if prevented by any one or more of any of the following Force Majeure events:

- I. abnormal increase in the price of building materials;
- II. non-sanction and/or non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority(ies) etc.;
- III. labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
- IV. local problem(s), local disturbance(s), sabotage, disturbances, insurrection, enemy action, embargoes;

V. war (declared or undeclared), civil commotion, terrorist action, litigation, blockade, bandh, armed conflict, riots, curfew, acts of government;

VI. any judgment/injunction/interim order and/or any other order of or any restriction(s) imposed by any court of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority;

VII. any notice, order, rule or notification of/from/by the government and/or any other public/competent/statutory authority and/or any court and/or the Kolkata Municipal Corporation and/or any Governmental Authority;

VIII. delay due to any application under any of the building rules of the Kolkata Municipal Corporation;

IX. temporary or permanent interruption and/or failure of any utilities serving the Building/ Project and/or necessary in connection with the development thereof;

X. delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority;

XI. any delay, obstruction or interference whatsoever in the work of construction resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement;

XII. any other circumstance beyond the control of the Developer and/or beyond the anticipation of the Developer.

7.2 Procedure for taking possession - The Developer, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 1 (one) month from the date of the notice. (the "NOTICE OF POSSESSION") (subject however to the Allottee making all payments as mentioned in the FIFTH SCHEDULE hereto and giving an indemnity to the Developer that he shall execute the conveyance deed within three (3) months from the date of taking possession of the Said Unit in terms of the Notice Of Possession. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer, provided the Allottee is not in default. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by

the Developer/association of allottees, as the case may be, after the Developer giving the Notice of Possession to the Allottee.

7.3 Failure of the Allottee to take Possession of Said Unit - Upon receiving the Notice of Possession from the Developer, the Allottee shall take possession of the Said Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit 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 in the manner provided in this Agreement.

7.4 Possession by the Allottee: After obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority and/or persons so designated) and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Developer to handover the necessary documents and plans, including Common Areas of the Building/ Project to the association of allottees as per the local laws after the completion of the Building/ Project.

7.5 Cancellation by Allottee—

7.5.1 The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Building/ Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Building/ Project and/or the Building/ Project without any fault of the Developer, the Developer herein shall be entitled to forfeit the booking amount paid for the allotment which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of _____ (Rupees _____ only) whichever is higher. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 90 days of such cancellation. Such refund shall be made without any interest or compensation and all charges, expenses and GST and such other taxes that may be incurred by the Developer in making such refund shall be borne by the Allottee.

7.5.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Developer shall have the right to re-allot the Said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation – The Developer shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Said Land, on which the Building/ Project is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Unit

(i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or

(ii) due to discontinuance of this business as a Developer on account of suspension or revocation of registration under the Act; or for any other reason; the Developer shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Building/ Project, without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Said Unit including compensation in the manner as provided under the Act within ninety days of it becoming due.

8 REPRESENTATION AND WARRANTIES OF THE DEVELOPERS:

The Developer hereby represent and warrant to the Allottee as follows:

- (I) The Developer have 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 Building/ Project;
- (II) The Developer have lawful rights of development of Said Land in the manner agreed in the Said Agreement and the Developer have the requisite approvals from the competent Authorities to carry out development of the Building/ Project;
- (III) There are no encumbrances upon the Said Land or on the Building/ Project.
- (IV) There are no litigations pending before any Court of law or Authority with respect to the Said Land, and/or the Building/ Project and/or the Said Unit.
- (V) All approvals, licenses and permits issued by the competent authorities with respect to the Building/ Project, Said Land and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the the Building/ Project, Said Land, Said Unit and Common Areas;

- (VI) The Developer have the right to enter into this Agreement and have 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 Developer have 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 Building/ Project and/or the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (VIII) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- (IX) At the time of execution of the conveyance deed the Developer or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Developer collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- (X) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (XI) The Developer have 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 Building/ Project to the competent authorities till the possession of the Said Unit or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the SIXTH SCHEDULE hereto) has been handed over to the Allottee and/or the association of allottees, as the case may be.
- (XII) No adverse 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 Land) has been received by or served upon the Developer or any of them in respect of the Said Land and/or the Building.

9. COVENANTS & RIGHTS OF THE ALLOTTEE

9.1 The Allottee, with the intention to bring all persons into whosoever's hands the Said Unit may come, hereby covenants and agrees with the Developer as follows:

9.1.1 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;

9.1.2 that, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

9.1.3 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Building/ Project, in such manner as may be decided by the Developer or the Association, as the case be, from time to time in this regard;

9.1.4 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;

9.1.5 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Said Unit on and from the deemed Possession Date. However, so long as the Said Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Said Unit and/or Developer and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

9.1.6 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Unit in the records of the concerned authorities within a period of three (3) months and shall keep the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottee;

9.1.7 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;

9.1.8 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Building/ Project/Complex, the same shall be in the proportion which the chargeable / super built-up area of the Said Unit bears to the total chargeable / super built-up area of all the Said Units in the Building/ Project/Complex;

9.1.9 that the Allottee shall ensure that the Association shall grant to the Developer and the Co-buyers and/or Co-occupiers of the Building/ Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;

9.1.10 that the Allottee shall use the Said Unit or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the covered/un-covered or parking space allotted to them only for the purpose of keeping or parking vehicles;

9.1.11 that the Allottee agrees that the Developer and/or the Association, shall have the right of unrestricted access to all Common Areas/parking spaces and other areas of the Building/ Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Building/ Project/Complex, and the Allottee agrees to permit the Developer and/or the Association to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

9.1.12 that the Allottee hereby accepts not to alter, modify or in any manner change

(1) the elevation and exterior colour scheme of the Said Unit and the Building;

(2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit;
and/or

(3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.

9.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Said Unit and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;

9.1.14 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and

9.1.15 that the Allottee hereby also accepts to install any box grill on the verandah or balcony in conformity with general design of all other grills through Developer's contractor only.

9.1.16 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall

(A) run perpetually; and

(B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

9.1.17 As from the date of possession of the Said Unit to comply with and / or observe the restrictions and other obligations as mentioned in the SEVENTH SCHEDULE hereunder written.

10 EVENT OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

10.1.1 The Developer fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified in Para 8.9 or fails to complete Building/ Project within the stipulated time disclosed at the time of registration of Building/ Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Said Unit shall be in a

habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.

10.1.2 Discontinuance of the Developer' business as a Developer on account of suspension or revocation of registration under the provisions of the Act or the Rules or Regulations made there under.

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

(i) Stop making further payments to the Developer as demanded by the Developer for the Said Unit and also for the Extras. If the Allottee stops making payments, the Developer shall correct the situation by restarting the construction work and only thereafter the Allottee shall 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 Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, also towards Extras as prescribed in the Rules within forty-five days of receiving the termination notice:

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

i. In case the Allottee fails to make payments for two consecutive demands made by the Developer as per the Payment Plan as mentioned in the FIFTH SCHEDULE hereto or fails to make payment of Extras in the manner provided in this Agreement, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount respectively due @15% per annum;

ii. In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Developer may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to the Developer by the Allottee by deducting the booking amount as mentioned above and the interest liabilities and this Agreement

shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

11. CONVEYANCE OF THE SAID UNIT:

The Developer shall (after the Developer receives the Total Price of the Said Unit and after the Developer receive amounts due towards the Extras as mentioned in the FIFTH SCHEDULE below from the Allottee), execute a conveyance deed and Developer convey the title of the Said Unit to the Allottee along with the undivided proportionate title in the Common Areas to the Association. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in favor of the Allottee till payment of stamp duty and registration charges to the Developer is made by the Allottee.

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

The Developer shall be responsible to provide and maintain essential services in the Building/ Project till the taking over of the maintenance of the Building/ Project by the association of allottees upon the issuance of the completion certificate (or such other certificate, by whatever name called, issued by the competent authority and/or persons so designated) of the Building/ Project.

12.1 INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of the Building/ Project and formation of the association, the Developer shall either itself or through a facility management company run, operate, manage and maintain the Common Areas.

12.1.1. The maintenance and management of Common Areas by the Developer during the interim maintenance period will primarily include but not limited to maintenance of water works, common electrical installations, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Building/ Project such as and management of general security control of the Building/ Project.

12.1.3 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period, shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

12.1.4 After the Common Areas of the Building/ Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

12.2 FORMATION OF ASSOCIATION

12.2.1 The Developer shall, in accordance with Applicable Laws submit and/or cause to be submitted the relevant documents to the competent authority for formation of the association and thereafter call upon the Said Unit owners (and/or a majority of such owners, as the case may be) to form an association ("ASSOCIATION"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for

(i) Formation of the Association,

and

(ii) Transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.2.2. Each unit in the Building/ Project shall represent one (1) share, irrespective of the number of persons owning such flat/unit. Further, in the event a unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

12.2.3 Upon formation of the Association in terms of the relevant laws of the land, the Developer shall handover the Common Areas, together with the copy of relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Building/ Project and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep the Developer fully safe, harmless and indemnified in respect thereof.

12.2.4 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Building/ Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the unit/flat owners or occupiers of the Building and/or the Building/ Project.

12.2.5 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Building/ Project.

12.2.6 The Allottee also agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Developer or the Association, as the case may be.

12.2.7 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12.2.8 It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Building/ Project as and when the Building/ Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Building/ Project together with all easement rights and appurtenances belonging thereto.

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 Developer as per this agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the Deemed Date of Possession or Building/ Project completion date whichever is earlier, as mentioned herein above of the Said Unit to the Allottee, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer' failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

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

15. USAGE:

The service areas, if any, within the Building/ Project shall be earmarked for purposes as per the Plan sanctioned by the authorities. The Allottee shall be permitted to use the services areas in any manner whatsoever, those earmarked as common, and the right to use spaces as Common Area

or otherwise for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services shall remain with the person/Association, as the case may be, for whom the Limited Common Area is earmarked.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, 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 Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there to 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 of the Building/ Project in which the Said Unit is situated is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Building/ Project /building 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 Said Unit 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 Said Unit.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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 the Said Unit with full knowledge of all laws, rules, regulations, and notifications applicable to the Building/ Project.

18. ADDITIONAL CONSTRUCTION

The Developer undertakes that it has the right to make additions or to put up additional structure(s) anywhere in the Building/ 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 this Act.

19. DEVELOPERS SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT

The Developer have assured the Allottee that the Building/ Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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, (if so directed by Developer) appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, the 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 Said Unit/ the Building/ Project, as the case may be.

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 Said Unit and the Building/ Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

25. WAIVER NOT LIMITATION TO ENFORCE:

a. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in the FIFTH SCHEDULE hereto 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 Developer in the case of one allottee shall not be construed to be a precedent and /or be binding on the Developer to exercise such discretion in the case of other allottees also.

b. 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 hand 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the

purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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 any payment, in common with other allottee(s) in the Building/ Project, the same shall be the proportion which the super built-up area of the Said Unit bears to the total super built-up area of all the units in the Building.

28. FURTHER ASSURANCES:

The Parties agree that they shall execute, acknowledge and deliver to the others 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 complete only upon its execution by the Developer through their respective authorized signatory, being the constituted attorney for and behalf of the Vendors of the Said Unit, at the Developer' Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Developer. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Developer or any one or more of them, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or such Developer by Registered Post at their respective address given herein. It shall be the duty

of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the address mentioned in the Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or any one or more of them to whom such communication is addressed 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 Developer 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. SAVINGS:

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

33. 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.

34. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act or otherwise shall be referred to the arbitrator appointed by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

(“SAID LAND”)

ALL THAT piece and parcel of Bastu land measuring more or less 8 (Eight) Cottahs 14 (fourteen) chittacks 19 (Nineteen) Sq.fts comprised in C.S./R. S. Dag No. 346,under C.S Khatian No. 124, R.S Khatian No. 124,R.S. Khatian No. 600 &603 in mouza –Dakhin Behala,J.L. no. 16, R.S No. 81,Pargana Balia, at present ward no. 127, Kolkata Municipal Corporation, situated at District 24 Parganas (South), Sub Registry office at Alipore, Mouja – Dakshin Behala, Pargana- Balia, P.S- Sarsuna, being Premises No. 215, Sarsuna Main Road, Kolkata- 700061 together with all easement right belonging and appurtenant thereto which is butted and bounded by:-

On the North: 12ft wide road

On the South: 40’ft wide Sarsuna main road

On the West: partly land of Latika R. Ghose and partly other property.

On the East: 16’ft wide road

THE SECOND SCHEDULE ABOVE REFERRED TO

(“Devolution of Title”)

WHEREAS originally one Shakti Ranjan Chatterjee (since deceased), son of Late Priyanath Chatterjee of Jadav Ghosh Road, Sarsuna, Calcutta was the absolute owner by way of purchase ALL THAT piece and parcel of Danga Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No, 124, R.S. Khatian Nos. 600 & 603 in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia being Holding No. 41, Sarsuna Main Road of the then South Suburgan Municipality under Police Station formerly Behala in the District of previously 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto from its previous owners Sri Jayat Sen Ghosh and Sri Ramat Sen Ghosh of 25, Baranasi Ghosh Street, Calcutta - 700007 by virtue of one Deed of Sale (Bengali Kobala) dated 22nd May, 1959 corresponding to Bengali Calendar 7 ‘Jaistha’ 1366 B.S. The said Deed of Sale was registered in

the Office of the S.R. Alipore and recorded in Book No. I, Volume No. 88, Pages 109 - 117, being Deed No. 4969 for the year 1959 free from all encumbrances.

AND WHEREAS since acquiring right, title and interest in the aforesaid manner; the said Shakti Ranjan Chatterjee recorded and/or mutated his name in the record of the then local South Suburban Municipality in respect of the said land measuring more or less 8 Cottahs 14 Chittaks 19 Sq.ft. and seized and possessed the said property by the payment of necessary rates and taxes to the concerned authority after construction of a Dwelling - Unit over the said property. Subsequently in the Assessment Record of the Kolkata Municipal Corporation the said property had been recorded in the name of said Shakti Ranjan Chatterjee under Assessee No. 411271500675 being Municipal Premises No. 215, Sarsuna Main Road (Mailing Address : 41/10, Sarsuna Main Road, Kolkata 700061) within Ward No. 127 of the Kolkata Municipal Corporation,

AND WHEREAS while thus seized and possessed the said property as absolute owner thereof the said Shakti Ranjan Chatterjee died intestate on 02.01.1993 leaving behind his wife Sunity Chatterjee and only son namely Uttam Chatterjee as his legal heirs and successors who inherited the deceased property jointly as per the law of inheritance under the provision of Hindu Succession Act, 1956 each having undivided equal share in the said property.

AND WHEREAS after demise of the said Shakti Ranjan Chatterjee, his above named wife and son namely Sunity Chatterjee and Uttam Chatterjee (both are now deceased), became the joint owners of ALL THAT piece and parcel of Land measuring more or less 8. (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. :together with Two Storied Building standing thereon forming part of CS. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia within the local limit of the then South Suburban Municipality at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur in the District of previously 24-Parganas now South 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto.

AND WHEREAS during joint enjoyment of the said property the said son of Shakti Ranjan Chatterjee namely Uttam Chatterjee died intestate on 23.11.2007 leaving behind his mother Sunity Chatterjee (since deceased), his wife namely Smt. Chandana Chatterjee only son Arun Kumar Chatterjee and one married daughter namely Smt. Anindita Chakraborty as his legal heir, heiresses and successors to inherit her undivided 1/2 share in the said property.

AND WHEREAS thereafter the said Sunity Chatterjee also died intestate on 12.09.2016 and after her death the undivided share of Sunity Chatterjee in the said property devolved upon said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty as per the law of inheritance under the provision of Hindu Succession Act, 1956.

AND WHEREAS thus by right of inheritance the said Smt. Chandana Chatterjee, Sri Antin Kumar Chatterjee and Smt. Anindita Chakraborty, the Donor and the Donees herein became the joint owners and/or well and sufficiently to ALL THAT piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto and they are now enjoying and possessing the said property by paying relevant rates and taxes to the concerned authority in respect of the said property each having undivided of 1/3rd share in the said property.

AND WHEREAS during joint enjoyment of the said property the said Smt. Chandana Chatterjee out of her natural love and affection towards her own son and daughter respectively by a Deed of Gift executed on 24.07.2017 gifted, granted and transferred her undivided and undemarcated 1/3rd share in the said property i.e. undivided and undemarcated 1/3rd share of land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33- - Sq.ft. out of the total land measuring 8

Cottahs 14 Chittaks 19 Sq:ft. or 6409 Sq.ft. together with undivided 1/3rd share of Two Storied Building measuring more or less 333 Sq.ft. out of which Ground Floor measuring more or less 200 Sq.ft. and First Floor measuring 133 Sq.ft being portion of total Building measuring more or less 1000 Sq.ft. (Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft.) standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza — Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub--Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto unto and in favour of Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Owners/First Party herein absolutely and forever. The said Deed of Gift was registered in the Office of the Addl. District Sub Registrar of Behala and entered into in Book No. I, Volume No. 1607- 2017, Page from 193314 to 193344, being No. 160706560 for the year 2017.

AND WHEREAS thus partly by right of inheritance and partly by way of aforesaid Deed of Gift, the said Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Owners/First Party herein became the joint owners absolutely seized and possession of Land and -well and sufficiently entitled to ALL THAT piece ,and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 as together with Two Storied Building totally measuring more or less 1000 Sas out of which Ground Floor measuring more or less 600 alit. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas with the benefit of existing wide Road adjacent to the said property TOGETHER WITH all boundary walls, areas, sewers, drains, paths, passages, water connection, electricity connection and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof, as more fully

mentioned in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "Said Property".

AND WHEREAS the Owners/First Party herein while thus were/are in peaceful khas possession, occupation and enjoyment of the said landed property, as mentioned in the First Schedule hereunder written, have decided to cause to be erected Building upon the said land by demolishing the existing structure and thereafter to construct a building with several self contained flat/s. But due to paucity of fund the Owner could not materialize their intention. Thus they have taken a decision to develop the said property by and/or through an experienced Developer at the costs and expenses of the Developer.

AND WHEREAS having relied upon the representation aforesaid made by the Owners, the Developer/Second Party herein have discussed with the Owners the terms and conditions on which development of the said premises can be undertaken from his ready fund.

AND WHEREAS the Developer/Second Party herein upon the representation made by the Owners have agreed to build a new building for commercial venture as per plan to be sanctioned by the Kolkata Municipal Corporation and as per specification with the floor plans, elevation, sections made in compliance with the statutory requirement in the said plot of land at the cost to be paid by the Developer and/or received or obtained from time to time from the intending Purchaser/s of the flats or apartments and other spaces to be constructed and will be comprised in the said new building as shown in the plan.

AND WHEREAS now the Owners/First Party herein agreed to enter into an Agreement for Development for their property at Municipal Premises No. 215, Sarsuna Main Road within Ward No 127 of the Kolkata Municipal Corporation, P.S. Sarsuna, Kolkata 700061 with the terms and conditions mentioned in the deed of agreement for development and development power of attorney dated 25th September 2017 registered in Book-1, volume no. 1607-2017, Page from 261444 to 261505 being no. 16708881 for the year 2017 registered at A.D.S.R. Behala.

THE THIRD SCHEDULE ABOVE REFERRED TO
(“Common Areas”)

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/ Project, which will be earmarked/meant by the Developer for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer.

1. The part of the land remaining vacant after construction of the proposed multistoried building at the said premises, and all easements, rights, appurtenances belonging to the land and the building.
2. The foundation, columns, girders, beams, supports, main walls, passages etc.
3. One underground and over head water reservoir together with the main pipe line from the KMC and Common Drainage system and Sewerage system. The Developer shall provide a Tap connection on the Roof.
4. Stairs from the Ground floor upto the roof of the building.
5. Common Passage/Passages for ingress and egress to the said building.'
6. Pump Room.
7. Electrical Wirings and main electrical power source to the building.
8. Boundary walls.
9. Main gate.
10. Roof of the building
11. All other common areas, equipment, installation, fixtures, fittings and spaces in or about the said building as are necessary or convenient to its existence maintenance and safety or normally in common use and as are specified by the vendor expressly to be the common parts of the flat.
12. Keys of the Main Gate.
13. Keys of the Electric Meter room.
14. Lift with Lift Room.

THE FOURTH SCHEDULE ABOVE REFERRED TO**("Said Unit")**

ALL THAT the flat /Unit no. ____, having carpet area of ____ sq. ft. as per the definition given in the Act, balcony/varandah area ____ sq. ft. aggregating to a chargeable Super Built Up area of ____ sq. ft. and together with 01 no. of covered car parking space being C. P. No. ____ situated on the ground floor, all situated within the Building/ Project/Building and delineated on the plan annexed hereto and bordered in colour "RED" thereon on the plan annexed being Annexure-A hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the Building/ Project **AND TOGETHER WITH** rights appurtenant thereto

THE FIFTH SCHEDULE ABOVE REFERRED TO**(PART – I)****("Total Price")**

Rs. _____ (Rupees _____) only for the Said Unit to be paid by the Allottee to the Developer in the manner as mentioned in Part – II below:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Flat/Unit Price: Flat/Unit no. ____, Block no. <u>NIL</u> , Floor - ____		
	a) Cost of Said Unit Flat /unit (____ Sq. Ft)		
	b) Cost of exclusive balcony or verandah areas	(inclusive)	
	c) Cost of Open Terrace areas		

	d) covered/open car Parking Space (120 Sq. Ft)		
	Sub-Total		
B.	Other Charges:		
	(e) Legal/documentation Charges per Said Unit Flat/Unit. Documentation charges exclude registration / Registrar's (iii) for 2BHK (iv) for 3BHK commissioning charges, stamp duty and registration fees, payable extra by the Allottee	Rs.20,000/- (Rupees Twenty Thousand) only Rs. 20,000/- (Rupees Twenty Thousand) only	Rs.20,000.00
	Sub-Total		Rs.20,000.00
C	Total GST (Goods and Service Tax) (c) Applicable on "A" above (d) Applicable on "B" above	@1% @18%	
D	Total Price (A + B + C)		

(PART – II)**(Manner of Payment)**

Payment Schedule Percentage of total payment to be made

Sl. No.	Phase of Payment	Amount (in INR)
01.	Money paid with Application	30,000.00
02.	On or before execution of this Agreement Booking Amount including application money as above	__% (inclusive GST)
03.	On completion of foundation	_____% + GST
04.	On completion of Grd floor casting	% + GST
05.	On completion of 1st floor casting	10% + GST
06.	On completion of 2nd floor casting	10% + GST
07.	On completion of 3rd floor casting	10% + GST
08.	On completion of 4th floor casting	10% + GST
09.	On completion of brickwork of unit	10% + GST
10.	On completion of flooring	15% + GST
11.	On completion of handing over the flat	5% + GST
	T o t a l :	100%

(PART – III)

("Extras")

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/saleable spaces in the Building/Project in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in

completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Developer to the Allottee, the Developer shall not be liable for any interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Developer to the Allottee.

- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Developer.
- (iii) The Allottee shall also pay to the Developer the following;
 - (a) Proportionate share of costs charges and expenses for consulting, obtaining, installation of Transformer (if installed) with allied equipment, switches accessories and materials as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.
 - (b) Cost of generator (if installed) and its installation charges together with its fixtures and as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.
 - (c) Costs for providing extra MS Grill at actual, if required.
 - (d) Proportionate reimbursement of the insurance premium payable for the building/Building/ Project.
 - (e) GST as applicable and other similar levy as would be payable and applicable on Extras.
 - (f) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
 - (g) Towards cost of water filtration plant (if installed) as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.
 - (i) Stamp Duty/Registration Charges/Incidental Expenses.
 - (j) Any other expenses on this account as may be so applicable and/or so mutually agreed.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(“Specifications, Amenities and Facilities”)

- a). Foundation To be of reinforced cement concrete. As per sanction Plan (K.M.C.)
- b). Super Structure: To be of reinforced cement concrete with reinforced cement concrete columns, beams and slabs.
- c). Plinth :To be of brick work in sand and cement mortar. As per Sanction Plan (K.M.C).
- d). Walls, external walls of 5" thick brick work and the internal partition walls of 3" thick brick work with sand and cement mortar as per sanction plan of K.M.C.
- e). Finishing of Wall :Bath room wall finishing internally with glazed tiles upto 6' height all walls and ceilings shall be given finished with cement based paint with Putty/Paris,
- f). Flooring :Marble/Vitrified Tiles will be provided with similar treatment in room. Kitchen and toilet will be provided with Marble flooring and the walls of toilet to be fitted with glazed tiles upto 6'-0" feet height.
- g) Doors and Windows: All internal doors frames of good quality wood and size 4" x 2 1/4 " thick flush door having commercial ply on both sides and fitted with normal fittings. And the main door will be panel door. All windows will have Aluminium Frame and sliding glass.
- h) Fittings in the Kitchen: Green Platform will be provided for cooking Shelf and 4' ft, height glazed tiles and one Steel sink cum drain board.
- j) Fitting in the bath and Privy :Vitreous Sanitary ware, wash Basin with 'Chromium plated pillar cock, One Soap tray, One Towel Rail, One Chromium plated shower rose and Chromium plated bibcock in each bath room each privy will have a flash system. All toilets have concealed P.V.C. pipes toilets will have provision for hot water. The outer line will be done by exposed P.V.C. pipe and toilet will have Indian pan with low down cistern (P.V.C.) one extra toilet with commode, system to be provided attached

with one bed room, and toilet floor will be marble finish. One Basin shall be provided in the Dining Room.

k). Plumbing and Drainage: Concealed plumbing lines and drainage system for smooth outlet for Wastage Waters.

l) Electrical Installation : Concealed wiring upto points but without light and fan fittings, decent switch board with switches and power point sockets will be provided in each room at a convenient height on the wall. Electrical points will be provided in each flat as follows :

i) Each bed room will have four points, two plug points, one Floor light point, A.G. Point will be provided in one Bed room.

ii) Living Gum Dining 3 Light points, 1_ Fan point, 1 Refrigerator point, 15 Amp. 2 Plug points.

iii) Kitchen : 2 Light Points, 1 Exhaust Fan Point, Plug with 5 Amp. and 15 Amp and 1 Aqua-Guard point. One extra combined Power Plug Point will be provided for induction cooker.

iv) Toilet : 2 Light Points, 1 Exhaust Fan Point, 1. Plug point 15 -Amps and 1_ Fan Point, 1 point of Washing Machine & 1_ point of Geysor.

v) Calling Bell point of all Flat Owners will be provided on the main entrance of the Ground Floor.

m) Water supply : 24 Hours water supply through the Provision for storage in overhead reservoir and plumbing service. Auto pump will be provided in the water reservoir.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

("RESTRICTIONS AND OTHER OBLIGATIONS")

As from the date of possession of the Said Unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Developer and/or Association in the management and maintenance of the said building;
- (ii) To observe the rules or regulations framed from time to time by the Developer and/or Association in respect of the said premises and/or the Building;
- (iii) To allow the authorized representatives of the Developer and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly for the Said Unit and proportionately in relating to the common parts;
- (v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit or in the said building and /or compound or in any portion of the building or in the common parts save at the places indicated therefore;
- (vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the Said Unit or in the common areas and not to block any common areas and not to block any common area of the building in any manner;
- (viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any unit;
- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (x) Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- (xi) Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;

- (xii) Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the external walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- (xvi) Not to fix or install any antenna on the roof of the said building or any window antenna;
- (xvii) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighbouring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium, warehouse or as a meeting place or for any manufacturing or industrial activity;
- (xviii) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

- (xx) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- (xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- (xxii) Not to put or affix any sign - board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Unit and/or building save at the place and in the manner expressly permitted in writing by the Developer;
- (xxiii) Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xxiv) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Developer and/or Developer) along with the other co- Developers and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer and/or Developer or the other co-owners;
- (xxvi) To regularly and punctually pay and discharge to the Developer or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fifth Schedule hereunder written in advance within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;

- (xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- (xxviii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- (xxix) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- (xxx) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses then the Developer or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Association as the case may be, for all such amounts falling due together with interest;
- (xxxi) In case the Developer and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or Association and also interest at the rate of and ½ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

At **Kolkata**, in the presence of **Witnesses**:

1.

VENDORS / FIRST PART

2.

PURCHASERS / SECOND PART

DEVELOPER / THIRD PART

Drafted, Read Over, Explained and Identified by me at my office:

Advocate

High Court, Calcutta

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/-
 (Rupees _____) Only being the earnest money and /or part payment of the
 total consideration money as per memo below : -

MEMO OF CONSIDERATION

1. By Cheque No. _____ dated _____
 drawn on _____, _____ branch. Rs. _____/-

2. By Cheque No. _____ dated _____
 drawn on _____, _____ branch. Rs. _____/-

Rs. _____ /

[RUPEES _____ ONLY]

WITNESSES:

1.

2.

DEVELOPER / THIRD PART