

AGREEMENT FOR SALE FOR WBHIRA

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

BY AND BETWEEN

1. **SANKAR KUMAR GHOSAL (PAN : ACWPG3169Q)** son of Late Baidyanath Ghosal, by faith Hindu, by occupation Service, by Nationality Indian, residing at Mankundu Station Road, Near Kamar Sala, PO : Chandannagar, Dist : Hooghly, West Bengal – 712136, referred to as the **“VENDOR”** or **“OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representative, nominees, successors-in-interest and permitted assigns) of the **FIRST PART;**

AND

2. **M/S. RDS REALTORS**, a Proprietorship Concern, having its registered office at 32, Dr. B.C. Roy Road, Rajpur, Dist : South 24 Parganas, West Bengal - 700149, being represented by its Sole Proprietor **SRI DYUMANI SAMADDER (PAN AXKPS9881Q)** (Adhaar Number : 770122017965), son of Sri Ranajit Kumar Samadder residing at 92, Avay Doctor Lane, Gazipur, Rajpur Sonarpur Municipality, Dist : South 24 Parganas, West Bengal - 700149 hereinafter referred to as the **“PROMOTER”** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives, nominees, successors-in-interest and permitted assigns) of the **SECOND PART;**

AND

[If the Allottee is a company]

.....,(CIN no) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at(PAN), represented by its authorized signatory, (Aadhar no) duly authorized vide board resolution

dated

....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.

.....) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms.(PAN.....) (Aadhar no.)
son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation

Mr./Ms.(PAN.....) (Aadhar no.)
son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation

Both residing at.....,
hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the allottee is a HUF]

Mr., (Aadhar no.) son of
.....aged about for self and as the Karta of the Hindu Joint Mitakshara

Family known as HUF, having its place of business / residence at..... (PAN,), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

Hereinafter referred to as the **THIRD PART**;

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

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

Other definitions are mentioned in **Schedule "F"** below.

WHEREAS:

A. SRI SANKAR KUMAR GHOSAL (PAN : ACWPG3169Q) son of Late Baidyanath Ghosal, residing at Mankundu Station Road, Near Kamar Sala, PO : Chandannagar, Dist : Hooghly, West Bengal - 712136 (the "**VENDOR**" or "**OWNER**"), is the absolute and lawful owner and is in vacant and peaceful possession in respect of All That piece and parcel of plot of land measuring an area of 333.89 Sq. Mtrs. (4 Cottahs, 15 Chittacks, 39 Sq Ft) as per Deed and 311.29 Sq. Mtrs. (4 Cottahs, 10 Chittacks, 21 Sq Ft) as per Physical Survey, lying in Mouza- Rajpur, Pargana- Medanmallah, J.L. No. 55, R.S. Khatian No. 251, Touzi No. 109, being portion of R.S. Dag No. 185, under R.S. Khatian Nos. 1279, 1308 & 1323, within Ward No. 17, Holding No. 184, K.C. Dutta

Road, under Rajpur Sonarpur Municipality, PS : Sonarpur, Dist : South 24 Parganas, by virtue of Bengali Kobala, which was duly registered in the Office of the Additional District Sub- Registrar at Sonarpur, and recorded in Book No. I, C.D. Volume No. 1, Page from 4602 to 4618, Being No. 00370, for the year 2015.

The **“OWNER”** and the **“PROMOTER”** herein had entered into a **Development Agreement** dated 24th August, 2018, being Deed no. 160405271 for the year 2018, Book No. I, CD Volume No. 1604-2018, Pages 153289 to 153314 registered at the Office of the DSR-IV, Alipore, South 24 Parganas, West Bengal, and subsequently a **Supplementary Agreement** dated 19th July, 2019, in addition to the initially executed Development Agreement, was entered into by the “Owner” and the “Promoter”, being Deed no. 160404404 for the year 2019, Book No. 1, CD Volume No. 1604-2019, Pages 157617 to 157637 duly registered at the Office of the DSR-IV, Alipore, South 24 Parganas, West Bengal. Also a **“Development Power of Attorney”** was executed between the **“VENDOR / OWNER”** and the **“PROMOTER”**, being Deed no. 160405281 for the year 2018, Book No. 1, CD Volume No. 1604-2018, Pages 153013 to 153028 registered at the Office of the DSR-IV, Alipore, South 24 Parganas, West Bengal.

- B.** The said Land is earmarked for the purpose of building a residential project comprising of a (G+3) Storied Residential Building and the said project to be developed by the Promoter shall be known as **“GL ARPINA”**.
- C.** The Promoter is competent to enter into this agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed have been completed.
- D.** The Rajpur Sonarpur Municipality, South 24 Parganas, has acknowledged and received intimation of Commencement of work at the Project forwarded by the Promoter and has approved the commencement of the same to undertake and carry out development of the project as per the specifications mentioned in Building Plan No. 15/CB/17/47 dated 30.04.2019.
- E.** The Promoter has obtained the final layout plan, sanctioned building plan bearing No.

15/CB/17/47 dated 30.04.2019 duly sanctioned by the Competent Authority i.e Rajpur-Sonarpur Municipality, South 24 Parganas. The Promoter agrees and undertakes that it shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable.

- F.** The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration No.
- G.** The Allottee had applied for an apartment in the Project vide application no. dated, and has been allotted residential apartment no., on the floor, having Carpet Area square feet, more particularly described in **“SCHEDULE A”** and **“SCHEDULE B”** below (Said Apartment) and the layout of the apartment is delineated in Red colour on the Plan annexed hereto alongwith covered parking no. admeasuring square feet and of pro rata share in Common Areas as defined under Clause (m) of Section 2 of the Act.
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J.** 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.
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and / or covered parking (if applicable)

as specified in **para G** above.

L It is recorded that before execution of this Agreement, the Purchaser has examined fully and satisfied himself regarding the following issues :

- (i) Title of Vendors to the said Land;
- (ii) Right of the Promoter / Builder in respect of the Project;
- (iii) Terms & Conditions contained in the Agreement;
- (iv) Plan sanctioned by the Municipal Corporation;
- (v) Total measurement of the said Flat / Unit including the Saleable area thereof;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Vendor agree to allot / sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment as specified in **para G**.

1.2 The Total Price for the Said Apartment based on the carpet area is Rs.....(Rupees only) (**Total Price**) morefully described hereunder :

Apartment No. :	<u>Rate per Square Feet :</u>
Apartment Type :	
Floor :	
Total Price (in Rupees) :	

AND [as applicable]

Covered Parking No. :	Price per Parking :
Total Price (in Rupees) :	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price (Apartment) and Total Price (Parking Space) above includes Taxes, consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Said Complex payable by the Promoter, by whatever name called up to the date of handing over of possession of the Said Flat and Said Parking Space to the Allottee and the Said Project to the association of Allottee or the competent authority, as the case may be, after obtaining completion certificate.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Complex by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within 15 (Fifteen) days from the date of issue of demand. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price includes the Total Price (Apartment), Total Price (Parking Space)(if any as applied for by the Allottee) and Total Extra Charges in relation to the Said Apartment includes recovery of price of land, construction of not only the Said Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all

other facilities, amenities and specifications to be provided within the Said Apartment and the Said Project.

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

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

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, lay out plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE 'D'** and **SCHEDULE 'E'** in respect of the Apartment, Plot or Building, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

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

the Act, or as may be deemed necessary by the Architect and / or required to be done by any authority.

1.7 The Architect and the Promoter shall have the absolute authority to determine as to the quality & specification of building materials to be used in construction of the Project, and the Purchaser hereby consents to the same.

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

1.9 Subject to **Para 9.3** dealing with Defaults by Allottee, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

- i) The Allottee shall have exclusive ownership of the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share of interest of the Allottee in the Common Areas is undivided, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- iii) That the computation of the price of the Apartment includes recovery of price of

land, construction of [not only the Apartment but also] the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

iv) The Allottee has the right to visit the Project site to assess the extent of development of the Said Complex and his / her Apartment / Plot, as the case may be.

1.10 It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space (*if applicable*) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Said Plot of Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project as provided in this agreement.

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

1.12 The Allottee has paid a sum of Rs. (Rupees.....only) as booking

amount being part payment towards the Total Price of the Apartment, Said Parking Space (*if applicable*) and Extra Charges at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price (Apartment) and Total Price (Parking Space) (*if applicable*) along with the Deposits / Extra Charges as per the Payment Plan mentioned in **SCHEDULE 'C'** and as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he / she shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan mentioned in **Part 4 A** for Said Apartment and **Part 4 B** for Said Parking Space (if any, as applied for by the Allottee) of **SCHEDULE 'C'** and **Part 3** of **SCHEDULE 'C'** hereunder and the same through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in **Clause 3.1** above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as per **SCHEDULE 'D'** and **SCHEDULE 'E'** hereunder, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop

the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE SAID APARTMENT:

7.1. Schedule for possession of the Said Apartment- The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Said Project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("**Force Majeure**"). If, however, the completion of the Said Complex is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the

Promoter from the Allottee (after deduction of any statutory charges payable to any authority for the time being in force) within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least (30) thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the "Occupancy Certificate" from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement. A certificate from a Registered Architect regarding such completion shall also be considered as final and binding upon the Purchaser. Once this is completed, the Promoter shall issue Notice of Possession to the Purchase and call upon him / her to take possession thereof by executing a **Deed of Conveyance** upon payment of all outstanding amounts to the Promoter within **30 days from the date of issue of such notice**. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over copy of the occupancy and / or completion certificate of the Said Apartment, to the Allottee duly.

7.3. Failure of Allottee to take Possession of Said Apartment- Upon receiving a written intimation from the Promoter (Notice of Possession) as per **Para 7.2**, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, i.e., within a period of 30 (Thirty) Days from the date of Notice of Possession, such Allottee shall be deemed to have committed default entitling the Promoter / Developer to the Rights on Default by the Allottee / Purchaser as detailed in Clause

9.3 and the Allottee shall further be liable to pay interest at the rate mentioned in the West Bengal Housing Industry Regulation Act, 2017 & West Bengal Housing Industry Regulation Rules, 2018.

- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount (Said Apartment and Said Parking Space) paid for the provisional allotment and applicable taxes alongwith any interest liabilities of the Allottee to the Promoter. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter

shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45(forty-five) days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Said Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter 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 Said Project ;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Said Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Said Land and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Land, and Said Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and

interest of the Allottee created herein, may prejudicially be affected;

- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land including the Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities till the completion certificate has been issued and possession of Said Apartment , along with Common Areas (equipped with all the specifications. amenities and. facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Said Complex or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the

Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for respective demands made by the Promoter as per the Payment Plan provided in **SCHEDULE 'C'** annexed hereto, despite having been issued notice in that regard, the Allottee shall be deemed to be in default and shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In the event of any charges for any reason whatsoever being debited to the Bank account of the Promoter for any payment remitted by the Purchaser, the Purchaser agrees to pay / reimburse to the Promoter such Bank Charges. Also in case any payment remitted by the Purchaser gets dishonoured, the Purchaser shall be liable to make good such payment along with interest thereon.
- (iii) If the Purchaser in any manner delays execution of Deed of Conveyance beyond 30 (Thirty) Days from the date of Notice issued by the Promoter / Builder, the Purchaser shall be liable to pay a penalty of **Rs. 5,000 (Rs. Five Thousand only)** per month plus applicable taxes if any, for the period of such delay.
- (iv) In case, Default by Allottee under the conditions listed above continues for a period beyond 45 (Forty Five) days after notice issued by the Promoter in this regard, the Promoter shall reserve the right to cancel the allotment of the Said Apartment in favour of the Allottee and refund the money paid to him by the Allottee by **forfeiting an amount equal to 5% of the agreed consideration together with prescribed interest as on the date of cancellation subject to a minimum of Rs. 75,000 (Rupees Seventy Five Thousand)** only and this Agreement shall thereupon stand terminated; Provided that the Promoter shall duly intimate the Allottee about such termination in case such a situation arises.
- (v) Upon cancellation / termination of the Agreement / Allotment being made by the Vendors and / or the Promoter subject to fulfillment of forfeiture conditions, all rights and claims of the Allottee / Purchaser in respect of the Building / Project including title thereof (if any), shall stand extinguished with immediate effect.

- (vi) If any act or omission of the Allottee / Purchaser results in any interruption , hindrance , obstruction or delay in the Project or construction of building thereof, or in the sale, transfer or disposal of any Flat / Unit, then in that event, the Purchaser shall also be liable to pay to the Promoter / Developer compensation and / or damages that may be quantified by the Promoter.
- (vii) Besides the aforesaid issues, the Vendor and / or the Promoter shall be entitled to any other right to which they may be entitled in law or equity by reason of any default or breach on the part of the Purchaser / Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Said Apartment, Said Parking Space *(if applicable)* and Extra Charges under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Said Apartment and said Parking Space *(if applicable)* together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

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

11. MAINTENANCE OF THE APARTMENTS / SAID COMPLEX:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Said Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The Allottee shall be required to pay to the Promoter maintenance charges as specified herein in this Agreement. Further, the cost of such maintenance charges has been

included in the Total Price of the Apartment / Plot, as the case may be.

12. DEFECT LIABILITY:

It is agreed that in case **any civil structural defect only** relating to such development is brought to the notice of the Promoter within a period of 2 (two) years by the Allottee from the date of handing over possession or date of NOC, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement & Service Areas: The basement & service areas, if any, as located within the Project "**GL ARPINA**" shall be earmarked for purposes such as Parking Spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as Parking Spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

15.1. Subject to Para 12 above, the Allottee shall, after taking possession, be solely

responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Complex is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Said Complex or anywhere on the exterior of the Said Project 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 Apartment or place any heavy material in the common passages or staircase of the Said Complex. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up

additional structure(s) anywhere in the Said Complex after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. WEST BENGAL APARTMENT OWNERSHIP ACT

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for execution and registration of the same before the concerned Sub-Registrar/ Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or- appear before the concerned Sub-Registrar/ Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection herewith excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee agrees and confirms to make any payment, in common with other Allottee(s) in the Said Complex, the same shall be the proportion which the Carpet Area of the Said Apartment bears to the total Carpet Area of all the Apartments in the said Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

be deemed to have been executed at Kolkata.

29. NOTICES:

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

Name of the Allottee : _____

Address of the Allottee : _____

Name of the Promoter : _____

Address of the Promoter : _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

[Please insert any other terms and conditions as per the contractual understanding between the parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made hereunder]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature-----

Name -----

Address-----

(2) Signature-----

Name -----

Address-----

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature-----

Name -----

Address-----

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor:

(1) Signature-----

Name -----

Address-----

SCHEDULE 'A' :- DESCRIPTION OF APARTMENT / PARKING SPACE :-

[DESCRIPTION OF APARTMENT]

The Said Apartment, being**Type** Residential Apartment No....., on theth floor, having carpet area of **Sq Ft** (..... **Hundred and**) **square feet**, more or less, corresponding to Standard built-up area of (..... Hundred) square feet, more or less, in the Said Project named "**GL ARPINA**" being constructed on the Said **Land**.

The Said Apartment is shown in the map/plan annexed hereto and marked with **RED** border in **Schedule B**.

DESCRIPTION OF SAID PARKING SPACE

..... open parking/covered parking/mechanical car parking no. for parking a medium sized car and that the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and right to park two-wheeler, at any place in the Said Project reserved for the parking of two wheelers only as may be decided by the Promoter, in its sole discretion.

SCHEDULE 'B' :- FLOOR PLAN :-

FLOOR PLAN OF THE SAID APARTMENT : Annexed Herewith.

SCHEDULE 'C' :- PAYMENT PLAN :-

PART 1 :- TOTAL AGREED CONSIDERATION :-

Flat Type	
Parking Space Type	
Total Price (Flat) with GST (₹)	
Total Price (Parking Space) with GST (₹)	
Gross Total Price (Flat plus Parking Space) with GST (₹)	

PART 2 :- PAYMENT SCHEDULE :-

SL. NO.	Payment Schedule	%	Amount (Rs.)
1	On Application		
2	On Allotment (Less Application Amount)	10%	
3	On Execution of Agreement For Sale	10%	
4	On Completion of Foundation	10%	
5	On Completion of Ground Floor Roof Casting	10%	
6	On Completion of 1st Floor Roof Casting	10%	
7	On Completion of 2nd Floor Roof Casting	10%	
8	On Completion of 3rd Floor Roof Casting	10%	
9	On Completion of Brick work of the Unit	15%	
10	On Completion and Possession of the Building	15%	
TOTAL(Rs.)			

PART 3 :- EXTRA CHARGES AND DEPOSITS :-

A. EXTRA CHARGES		
1	Transformer & Electricity Expenses	Rs 50/- per Sq.Ft on Chargeable area.
2	Legal Charges	1% of the Total price
3	Formation of Association and Builders Service Charges (<i>As applicable on actuals</i>)	
4	Stamp Duty and Registration Fee	At Applicable rate on the Agreement value.
5	Maintenance Expenses	Rs. 2.00/- per sq ft for 2 years
B DEPOSITS		
1	Electricity Deposit (Personal Electric Meter)	At Actual
Note : GST as applicable		

Each of the aforesaid payment needs to be made **within 15 (fifteen) days from the date of issue of the demand**. Timely payment is the essence of the Contract.

At the time of registration if market value is more than allotment value, additional stamp duty as per the valuation to be paid at the time of registration.

Item Nos. A (1) & A (4) herein above will be paid by the Allottees to the Developer before possession of the flat along with other relevant extra charges as and when required.

With respect to Item No. A (2), you will be required to pay a part payment of Rs. 10,000/- out of 1% of Total agreed Legal Charges on or before execution of the Agreement for Sale and remaining and/or balance shall be paid before taking possession of the Unit or execution of conveyance whichever is earlier.

Item No 5 of A will be paid at the time of possession.

GST as applicable and any other Tax or Taxes as may be applicable from time to time shall also be payable by the Allottee.

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

- Foundation : RCC Structure along with anti-terminate treatment.
- Structure : RCC framed structure.
- Exterior Wall : To be finished with suitable paint.
- Interior Wall : Brickwork as per plan with POP / Putty Finish.
- Flooring: Vitrified tiles in Bedrooms, Living/Dining, Verandah / Balcony and in other areas.

- Lobby : Elegant Lobby with Kota Stone / Marble / Ceramic Tiles / Granite.
- Staircase : Spacious staircase with Kota Stone / Marble.
- Kitchen: Anti-skied ceramic tiles on floor & upto 2'-0" height over Granite platform; Granite slab on cooking platform; Stainless steel sink.
- Toilets: Anti-skied ceramic Tiles on floor and upto door height on the walls; Basin and water closet of reputed make; CP fittings of reputed make.
- Doors : Laminated Flush Door with wooden frame having lock of reputed make at the entrance of each Apartment / Flat; Flush Door with wooden frame in all other rooms;
- Windows: Aluminium / UPVC Sliding Windows with clear glass glazing.
- Hardware : Hardware fittings of reputed make.
- Lift : 4 passenger capacity of reputed make.
- Water Supply : From Deep Tube Well.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;

SCHEDULE 'E' :- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMPLEX) :-

- Not Applicable.

SCHEDULE 'F' :- DEFINITIONS :-

- (I) **Said Land** : That piece and parcel of plot of land measuring an area of 333.89 Sq. Mtrs. (4 Cottahs, 15 Chittacks, 39 Sq Ft) as per Deed and 311.29 Sq. Mtrs. (4 Cottahs, 10 Chittacks, 21 Sq Ft) as per Physical Survey, lying in Mouza- Rajpur, Pargana- Medanmallah, J.L. No. 55, R.S. Khatian No. 251, Touzi No. 109, being portion of R.S. Dag No. 185, under R.S. Khatian Nos. 1279, 1308 & 1323, within Ward No. 17, Holding No. 184, K.C. Dutta Road, under Rajpur Sonarpur Municipality, PS : Sonarpur, Dist : South 24 Parganas, West Bengal.

- (II) **Apartment / Flat:** The Allottee has applied for an apartment / flat in the Said Building / Project vide application no. dated, 2019 and has been allotted residential apartment no., on the floor, having Super Built-Up Area of square feet approximately corresponding to Carpet Area square feet approximately, more particularly described in **Schedule 'A'** below (**Said Apartment**) and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked **Schedule B** in the **Said Project** named "**GL ARPINA**" to be erected on the plot of land measuring **Acre** (..... Acre and decimals) more or less, on the **Said Land** morefully described in **Part 1 of Schedule 'A'** below.
- (III) **Said Parking Space :** The right to park a medium sized car or standard sized two-wheeler in the Ground Covered which is further described in **Schedule 'A'**, if and as applied for by the Allottee. The Said Parking Space shall be applicable only in case where the Allottee has applied for and has been provisionally allotted the Said Parking Space in the Said Project.
- (IV) **Share in Common Areas:** Undivided, impartible, proportionate and variable share and/or interest in the Common portions, amenities and facilities at the Said Project in the Said Land as be attributable and appurtenant to the Said Apartment. The Common portions, amenities and facilities is being described in **Schedule 'E'** above (collectively **Common Areas**).
- (V) **Carpet Area:** Carpet Area of an apartment shall mean the net usable floor area of the apartment excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- (VI) **Architect:** Architect shall mean Madhumoy Halder (Regn. No. CA/2010/50694) having his office under the name "F3 Architects" situated at 459/C, Surya Sen Nagar, Ward – 2, Baruipur, Kolkata – 700144. The person is an Architect under the

provisions of Architect Act, 1972 and has been appointed by the Promoter with respect to this Project.

(VII) Booking Amount: Booking Amount shall mean and include Application money or any other money paid by the Allottee at the time of application for booking of an Apartment and Parking Space (if any, as applied for by the Allottee) in the Said Project.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the ____ day of _____ month _____ year above written.

SIGNED AND DELIVERED on behalf of
the **VENDORS**

SIGNED AND DELIVERED by
the **PROMOTER / DEVELOPER**

SIGNED AND DELIVERED by
the **PURCHASER**

MEMO OF CONSIDERATION

Received a sum of Rs. _____ /- (Rupees _____ only) as Part Payment on Allotment as detailed below :

<u>Sl. No. :-</u>	<u>Payment Schedule :-</u>	<u>Amount (Rs) :-</u>

SIGNED AND DELIVERED on behalf of
the **VENDORS**

SIGNED AND DELIVERED by
the **PROMOTER / DEVELOPER**

SIGNED AND DELIVERED by
the **PURCHASER**