

Agreement for sale

The agreement for sale (Agreement) executed on this (Date) day of (Month), 20 ,

By and Between :

(1) SRI DEEPNATH ROY CHOWDHURY(PAN ACWPR7683Q) (Adhaar)**(2) SRI RUPNATH ROY CHOWDHURY** (PAN ADGPR5375Q) **(Adhaar)(3) SRI MEGHNATH ROY CHOWDHURY** (PAN ADGPR5377N) (Adhaar) all sons of Late Dharendra Kishore Roy Chowdhury; all by faith Hindu; all by occupation Business; all by nationality Indian; all residing at 15B, Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019; all represented by their duly authorized Constituted Attorney

SRI ROSHAN BURMAN (PAN AZLPB3537D) (adhaar) son of Sri AnuBurman, by faith Hindu; by occupation Business; by nationality Indian, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata – 700027, collectively hereinafter referred to as the **OWNERS** (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the **FIRST PART**;

AND

M/s CAPRICORN ESTATES, a registered Partnership Firm (PAN AALFC7333H), registered under the Indian Partnership Act 1932, having its registered office at Capricorn Willows, Flat 1A, 73 Manick Bandopadhyay Sarani, Police Station Regent Park, Post Office Regent Park, Kolkata – 700 040, represented by one of its Partners **SRI ANU BURMAN** (PAN ADPPB5203J), son of Sri Bijay Kumar Burman, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata – 700027, authorized vide hereinafter referred to as the “Promoter”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/ their assigns).

AND

(If the allottee is a company)

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

(OR)

(If the allottee is a partnership)

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

(OR)

(If the allottee is an Individual)

Mr. /Ms _____ (Aadhaar no. _____) son/daughter of, aged about _____ residing at _____

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

(OR)

(If the allottee is a HUF)

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

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

WHEREAS:

A. (i) One Smt. TarulataNaskar, Gobinda Chandra Naskar, Paresh Chandra Naskar, Mahesh Chandra Naskar, Kartick Chandra Naskar, Smt. Lakshmi Purkait and Smt. SaraswatiNaskar were absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land containing area of 3 cottahs 24 sqft more or less comprised in portion of R S Dag No 48, R S Khatian No.178, Mouza- Kalikapur, J L No. 20, R S No.2 formerly within Police Station Kasba now PurbaJadavpur, District South 24 Pargana, withing the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.143, Kalikapur Main Road, Kolkata and were enjoying the same free from all encumbrances , liens, lispendents etc.

(ii) One HirupadaSardar son of Late KanirqamSardar was absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs more or less.

(iii) By a Bengali Kobala dated 20thAshar, 1400 B.S. corresponding to 5th July, 1993 registered before the District Registrar Alipore and recorded in Book No.I, Bening No.9312 for the year 1993 the said HirupadaSardar as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza – Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station –Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) in favour of one Sri Gobinda Chandra Naskar, Sri Paresh Chandra Naskar, Sri Mahesh Chandra Naskar and Sri Kartick Chandra Naskar all jointly mentioned therein as Purchasers at or for a valuable consideration mentioned thereunder which was subsequently mutated in the names of the said Purchasers along with the First Plot stated herein above and then known as portion of Premises No.143, Kalikapur Main Road, Kolkata and jointly thus became entitled to and became the absolute joint owners of the said other Plot.

(iv) By an Indenture of Sale dated 8th August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.23, Pages 63 to 76, Being No.1118, for the year 1995 the Smt. TarulataNaskar and

others all jointly as Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 3 Cottahs 24 Sq ft. more or less comprised in portion of R.S. Dag No.48, R.S. Khatian No.178, Mouza-Kalikapur, J.L. No. 20, R.S. No.2, formerly within Police Station Kasba, District South 24- Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.143, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of the said Plot.

(v) By an Indenture of Sale dated 08 August 1995, registered before the District Sub-Registrar-III and recorded in Book No. I, Volume No.24, Pages 53 to 66, Being No.1120, for the year 1995, the said Gobinda Chandra Naskar and others all jointly as Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 4 cottahs 7 chittaks 18 sq.ft. out of the entire land measuring 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza-Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station -Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No. 143, Kalikapur Main Road, Kolkata in favour of one Sri Dharendra Kishore Roy Chowdhury mentioned therein as Purchaser at or for a consideration mentioned thereunder and thus the said Purchaser became the absolute owner of the said other Plot.

(vi) After such purchase as aforesaid the said Sri Dharendra Kishore Roy Chowdhury duly applied for and mutated his name in the records of the Kolkata Municipal Corporation, Ward No.106 (Jadavpur Unit) which was then known and numbered as Municipal Premises No.715, Kalikapur Main Road, Kolkata- 700 078.

(vii) One Smt. MangalaDasi wife of Chand Mohan Das absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No.49, R S Khatian No. 121, MouzaKalikapur, J L No. 20,

R S No. 2, formerly within Police Station Kasba, District South 24 Parganas, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then known and numbered as Premises No.399, Kalikapur Main Road, Kolkata and was enjoying the same free from all encumbrances, liens, lispendents etc.

(viii) By a Bengali Kobala dated 24thMagh, 1374 B S corresponding to 7th day of February 1986 registered before the District Registrar Alipore and recorded in Book No.I, Volume No.23, Pages 192 to 197, Being No.868, for the year 1968 the said Smt. MangalaDasi as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No 49, R S Khatian No 121 MouzaKalikapur, J L No.20 R S No.2 formerly within Police Station Kasba, District South 24 Parganas, in favour of one SmtIla Rani Basu mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder and thus became entitled to and became the absolute owners of the such Plot.

(ix) By an Indenture of Sale dated 08 August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.24, Pages 67 to 78, Being No.1121, for the year 1995, the said Smt. Ila Rani Basu as Vendor sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 16 Satak more or less equivalent to 9 Cottahs 10 Chittaks and 39.6 sqft more or less comprised in portion of R S Dag No.50, R S Khatian No.89, MouzaKalikapaur, J L No. 20, R S No.2 formerly within Police Station Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.399, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of such Plot.

(x) The said Sri Dharendra Kishore Roy Chowdhury during his lifetime and until his death executed his last WILL and Testament dated 24th May 1995 whereby and where under the he bequeathed all his properties both moveable and immoveable whatsoever and wheresoever unto and in favour

of his three sons namely (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, absolute and forever in equal shares.

(xi) The said Dharendra Kishore Roy Chowdhury died on 18/09/2001.

(xii) After the demise of the said Dharendra Kishore Roy Chowdhury one of the executors of the said Will Sri Meghnath Roy Chowdhury, applied for probate of the said Will on 18th July 2002 before the Hon'ble High Court at Kolkata in its Testamentary and Intestate Jurisdiction vide PLA No.219 of 2002 which was granted by the said Hon'ble Court on 25th July 2002, whereby and whereunder the said three beneficiaries (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, thus became entitled to all that piece and parcel of land measuring an area of 4 Cottahs 7 Chittack 18 sq. ft. be the same a little more or less situate lying at and being numbered as Premises No.715, Kalikapur Main Road, Kolkata – 700 078.

(xiii) As per directive of the said Will duly proved as aforesaid the Executors of the said Will by a Deed of Assent dated 1st April 2004 registered before the Additional Registrar of Assurances-I at Kolkata and recorded in Book No. I, Volume No.1, Pages 1 to 9 Being No.02720, for the year 2004 duly discharged and assent to the legacy of the immovable property amongst the legatees in terms of the said Will.

(xiv) Subsequently while seized and possessed of the present owners herein duly applied for and mutated their individual names in the records of the B L & L R O in respect the aforesaid properties as purchased and acquired as per Will stated above aggregating to a total of land measuring 17 Cottahs 2 Chittacks and 36 sq. ft. more or less vide Memo No.18/2072/MUT/B. L. & L. R. O./ATM/Kasba/08 dated 17.09.2008 and Memo No.18/2073/MUT/B. L. & L. R. O. /ATM/Kasba/08 dated 17.09.2008 and paid govt. revenues regularly while enjoying the same free from all encumbrances.

(xv) In the above referred circumstances the aforesaid Deepnath Roy Chowdhury, Rupnath Roy Chowdhury and Meghnath Roy Chowdhury each enjoying Undivided One Third share therein duly amalgamated and mutated their joint names in respect of the aforesaid First, Second and Third Plot

purchased by them into a single premises in the records of the Kolkata Municipal Corporation, within Ward No.106, now being known and numbered as Municipal Premises No.399, Kalikapur Main Road, Police Station – formerly Kasba now PurbaJadavpur, Kolkata- 700 078 and are jointly enjoying the same free from all encumbrances, paying taxes regularly.

(xvi) In the manner stated above, the present Owners herein become the absolute Owners of the said premises and were in possession of the said premises and the Owners have a marketable title thereto.

(xvii) The Owners have already obtained the NOC under the U L C A Act 1976 in respect of the entire said Premises as preparatory for the sanction of Plan.

(xviii) The Owners abovenamed namely Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury became the full and absolute owners partly by purchase and partly by legacy of land admeasuring an area of 17 cottah 2 chittack 36 sq. ft. more or less comprised in part of R.S. Dag Nos. 48, 49 and 50, R.S. Khatian Nos. 178, 121 and 89, MouzaKalikapur, J.L. No. 20, now known as Municipal Holding and/or Municipal Premises No. 399, Kalikapur Main Road, P.S. previously Kasba, now PurbaJadavpur, Kolkata-78, District 24 Parganas (South), situated within the limits of The Kolkata Municipal Corporation, being the premises described under the First Schedule hereto.

(xix) The Owners being interested to develop the said land by an Agreement for Development dated 21.11.2016, registered with D.S.R. - V, Alipore, 24 Parganas (South) in Book No. I, CD Volume No. 1630-2016, Pages 102420 to 102477, being Deed No. 163003561 for the year 2016 fully empowered and authorized the PROMOTER abovenamed namely M/s Capricorn Estates to carry out the development of the said premises into a Housing Complex after sanction of the plan on the basis of sharing of the areas between the said Owners of the One Part and the PROMOTER of the Other Part. The aforesaid Owners also executed a registered Power of Attorney pursuant to the said registered Development Agreement in favour of the partner of the PROMOTER for carrying out such development programme.

(xx) Under the terms of the said Development Agreement the Owners are entitled to 15 (Fifteen) Flats alongwith 15 (Fifteen) Car parking spaces in the said Housing Complex, including proportionate undivided share in the common parts, portions, amenities and facilities to be developed and established by the PROMOTER upon construction by way of Owners' Allocation and the rest of the saleable areas would belong to the PROMOTER by way of Developer's Allocation.

- B. The said land is earmarked for the purpose of plotted development of a residential project, and the said project shall be known as AMRAPALI DHIR ("Project"): Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority;
- C. The promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed;
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 16.01.2017, bearing registration no. 2016120111
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Projects and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation . The Promoter agrees and undertakes that it shall not make and changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under the registration no. _____
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in (tower/block/building) no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the (Please insert the location of the garage/covered parking),as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in

Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B). The said Flat is out of Promoter's Allocation; therefore, the entire consideration and all other receivable shall be collected and enjoyed by the Promoter.

- 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 the garage/covered parking (if applicable) as specified in Para G

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

1. **TERMS:**

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

1.2 The total price for the apartment based on the carpet area is Rs (Rupees Only ("total price"))

Block/Building/Tower No.	Rate of apartment per square feet*
Apartment No.	
Type	
Floor	
Total price (in rupee)	

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*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para II etc. if/as applicable
AND (if/as applicable)

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total Price (in rupees)	

Explanation:

- (i) The total price above includes the booking amount paid by the allottees to the promoter towards the apartment;
- (ii) The total price above includes taxes (consisting of tax paid or payable by the promoter by way of G.S.T. and Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of the allottees or the competent authority, as the case may be, after obtaining the completion certificate;
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased /reduced based on such change/modification;
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per regulation with the Authority, which shall include the extension of the registration, if any, granted to the said project by the authority, as per the Act, the same shall not be changed from the allottee;
- (iii) The promoter shall periodically intimate in writing to the allottee the amount payable as stated in (1) above and the allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes /levies etc. have been imposed or become effective;
- (iv) The total price of apartment includes recovery of price of land, construction of (not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring,electrical connectivity to the apartment, lift, waterline, and plumbing, finishing with paint, marble,tiles, doors, windows, and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities,amenities and specifications to be provided within the apartment and the project.

1.3 The total price is escalation-free , save and except increase which he allottee hereby agree to pay due it increase on account of development charges payable to the competent authority and /or any other increase in charge which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the allottee for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any granted to the said project by the authority as per the act, the same shall not be charges from the allottee.

1.4 The allottee(s) shall make the payment as per the payment plan set out in schedule c (“payment plan).

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

1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at schedule “d” ad schedule “e” (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be , without the previous written consent of the allottee as per the provision 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 alternations as per the provision of the act.

1.7 The promoter shall confirm to the final carpet area that has been allotted to the allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area the total payable for the carpet area shall be re calculated 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, form 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 the allottee as per the next milestone of the payment plan as per provided I schedule c. all those monetary adjustment shall be made at the same rate per square feet as agreed in Para 1.2 of the agreement.

1.8 Subject to Para 9.3 the promoter agrees and acknowledges the allottee shall have the right to the apartment as mentioned below:

- (i) The allottee shall have exclusive ownership of the apartment
- (ii) The allottee shall also have undivided proportionate share in the common area, since the share interest of allottee in the common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, it is clarified that the promoter shall handover the common area to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the act.
- (iii) That the computation of the price of the apartment includes recovery of price of land, construction of (not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift , water line and plumbing, finishing with paint, marbles, tiles, doors, windows, and firefighting equipment in the common area, 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 project and his apartment, the case may be.

1.9 It is made clear by the promoter and the allottee agrees that the apartment along with garage/covered parking shall be treated as a single individual unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of an /or linked combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the allottee. It is clarified that project facilities and amenities shall be available only for use and enjoyment of the allottees of the project.

1.10 The promoter agrees to pay all outgoings before transferring the physical possessions 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 mortgages loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which shall 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 allottee, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and panel charges, if any. To the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The allottee has paid a sum of Rs (Rupees only) as booking amount being part payment towards the total price of the apartment at the time of application the receipt of which the promoter hereby acknowledge and the allottee hereby agrees to pay the

remaining price of the apartment as prescribed in the payment plan , (Schedule C) as may be demanded by the promoter within the time and in the manner specified therein provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee shall make all payments, on written demand by the promoter, within the stipulated time as mentioned in the payment plan(through A/C Payee cheque/demand draft/banker cheque or online payment (as applicable in favour of CAPRICORN ESTATES payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The allottee, if resident outside India, shall be solely responsible for complain 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/modifications 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 complain with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for and 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 Para 3.1 above. The allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee subsequent to the signing of this agreement. It shall be sole responsibility of the allottee to intimate the same in writing to the promoter immediately and complain with necessary formalities if any under the applicable laws, the promoter shall not be responsible any third party 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 sharing in anyway and the promoter shall be issuing the payment receipts in favour of the allottee only.

4. ADJUSTMENT /APPROPRIATION OF PAYMENTS:

The allottee authorizes the promoter to adjust appropriate all payments made by him/her under any head of dues against lawful outstanding of the allottee against apartment if any , in his/her name and the allottee undertakes not to object such 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 project as disclosed at the time of registration of the project with the authority and towards handing over the apartment to the allottee and the common areas to the association of allottees or the competent authority as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The allottee has seen the proposed layout plan, specifications, amenities and facilities of the apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities, facilities, subject to the terms in this agreement, the promoter undertakes to strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ (Please insert the relevant state laws) and shall not have an option to make any variation/alteration/modification in such plans, other than in the matter provided in the Act, and breach of this term by the promoter shall constitute a material breach of the agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said apartment – the promoter agrees and understands that timely delivery of the possession of the apartment to the allottee and the common areas to the association of the allottees or the competent authority, as the case may be, is the essence of the agreement. The promoter assures to hand over the possession of the apartment along with ready and complete common areas with all specifications, amenities, facilities of the 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 (“Force Majeure”). If however the completion of the project is delayed due to the Force Majeure conditions, then the allottee agrees that the promoter shall be entitled to the extension of time for the delivery of possession of the (apartment/plot).

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agrees and confirms that in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions then this allotment shall stand terminated and the promoter shall refund to the allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After the refund of the money paid by the allottee, the allottee agrees that he/she shall not have any rights, claims etc. against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.

7.2 Procedure for taking possession – the promoter upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the apartment , to the allottees in terms of this agreement to be taken within 2 months from the date of issue of occupancy certificate. (Provided that in the absence of local law the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate). The promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The allottee after taking possession agrees 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 of the project. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of apartment - upon receiving a written intimation from the promoter as per Para 7.2, the allottee shall take possession of the apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the promoter shall give possession of the apartment to the allottees .In case the allottees fail to take possession within the time provided in Para 7.2 such allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the allottee – after obtaining the occupancy certificate *and handing over physical possession of the apartment to the allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas to the association of allottees or the competent authority as the case may be as per the local laws;

(Provided that in the absence of local law the promoter shall hand over the necessary documents and plans, including common areas to the association of allottees or the competent authority as the case may be within 30 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 project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation – the promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has being developed, in the manner as provided under the Act and the claim for the interest and the compensation under this provision shall not be barred by limitation provided under and 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 (apartment/plot) (i) in accordance with the terms of this agreement, duly completed by the date specifies in Para 7.1: or (ii) due to discontinuance of his business as a PROMOTER on account of suspension or revocation of the registration under the Act, or for any other reason, the promoter shall be liable, on demand to the allottees, in case the allottee wishes to withdraw from the project without prejudice to any other remedy available, to return the total amount received by him in respect (apartment/plot), with interest at the rate prescribed in the rules including compensation in the manner as provided under the act within 45 days of it becoming due:

Provided that where if the allottee does not intend to withdraw from the project the promoter shall pay the allottee interest at the rate prescribed in the rules for every month of delay, till the handing over of the possession of the apartment which shall be paid by the promoter to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the allottee as follows:

- (1) The promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;
- (2) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (3) There are no encumbrances upon the said land or the project;
- (4) There are no litigations pending before any court of law or authority with respect to the said land, project or the apartment
- (5) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, said land, building and apartment and common areas;
- (6) The promoter has the right to enter into this agreement and has not committed or omitted to perform and act or thing, whereby the right, title and interest of the allottee created herein, may prejudicially be affected.
- (7) 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/plot) which will in any manner affect the rights of allottee under this agreement;
- (8) 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;
- (9) At the time of execution of the conveyance deed the promoter shall hand over lawful, vacant, peaceful, physical possession of the apartment to the allottee

and the common areas to the association of allottees or the competent authority as the case may be;

- (10) The scheduled 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 The scheduled property.
- (11) 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 out goings , whatsoever payable with respect to the said property to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building as the case may be along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of the allottees or the competent authority, as the case may be;
- (12) No notice from the government or any other local body or authority or legislative enactment , government ordinance ,order, notification (including any notice for acquisition or requisition of the said property) has been received by or several 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:

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

(2) Discontinuance of the promoter's business as a PROMOTER on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made hereunder.

9.2 In case of default by the promoter under the conditions listed above, allottee is entitled to the following:

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

(2) the allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by

the allottee under any head whatsoever towards the purchase of the apartment along with interest at the rate prescribed in the rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid by the promoter interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the (apartment/plot) which shall be paid by the promoter to the allottee within 45 days of it becoming due.

9.3 The allottee shall be considered under a condition of default, on the occurrence of the following events:

(1) In case the allottee fails to make payments for consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the rules;

(2) In case of Default by Allottee under the conditions listed above continues for a period beyond consecutive months after notice from the promoter in this regard. The promoter may cancel the allotment of the apartment in favour of the allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter on receipt of total price of the apartment as per Para 1.2 under the agreement from the allottee shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate as the case may be to the allottee.

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance had been included in the total price of the apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement of the sale relating to such development is brought to the notice of the promoter within a period of 5 years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects within such time, the grieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, garage/covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the apartment of any part thereof, after due notice and during the normal working hours unless the circumstances warrant otherwise, with a view to set right and defect.

14. USAGE:

Use of basement and service areas: the basement and service areas if any as located within the Amrapalidhir shall be earmarked for the 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 and the basements 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. COMPLAINE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above the allottee shall after taking possession be solely responsible to maintain the apartment at his/her own cost in good repair and condition and shall do or suffer to be done anything in or to the building or the 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 apartment and keep the apartment its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damages or jeopardized .

15.2 The allottee further undertakes, assures and guarantees that he/she would not put any sign board/ name plate ,neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere in the exterior of the project, buildings therein or common areas. The allottee shall also not change the

colour scheme of the outer walls or painting of the exterior of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall including the outer and load bearing wall of the apartment.

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

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

The parties are entering into this agreement for the allotment of a apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the project after the building plan , layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority and disclosed , except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment ownership Act, 1972.

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 days from the date of receipt by the allottee and secondly, Appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the allottees fail to execute and deliver to the promoter this agreement within 30 days from the date of its receipt by the allottees and/or appear before the Sub-Registrar for its

registration as and when intimated by the promoter, then the promoter shall serve a notice to the allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This agreement may only be amended through written consent of the parties.

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the allottee in not making payments as per the payment plan (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 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.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other allottees in project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of all the apartment in the 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 place of this agreement shall be completed only upon its execution by the promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the promoter and the allottee, in after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the Sub – Registrar at (specify the address of the Sub-Registrar). Hence this agreement shall be deemed to have been executed at .

29. NOTICES:

That all notices to be served on the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served is sent to the allottee or the promoter by registered post at their respective addresses specifies below:

_____ Name of Allottee

_____ (Allottee address)

M/s Promoter name _____

_____ (Promoter address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix photographs and sign across the photograph

(2) Signature _____
Name _____
Address _____

Please affix photographs
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix photographs
and sign across the
photograph

At
in the presence of

on

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART A - The said Premises)

ALL THAT piece and parcel of land and premises including the shed building and structures standing thereon admeasuring an area of 17 Cottahs 02 Chittacks and 36 sq. ft. more or less or on part thereof comprised in portion of R. S. Dag No.48, 49 and 50, R. S. Khatian No.178, 121 and 89, Mouza Kalikapur, J. L. No. 20, R. S. No.20, situated and laying at and being known and numbered as Municipal Premises No.399, Kalikapur Road, within the Police Station- Formerly Kasba now Purba Jadavpur, Kolkata – 700078, Sub-Registration Office – Sealdah, District-24 Parganas (South) and butted and bounded in the manner following that is to say:

On the North : By Premises No. 79, Kalikapur Road, Kolkata – 700 078

On the South : By Premises No. 849/1 & 16/2G, Kalikapur Road, Kolkata – 700 078

On the East : By Premises No. 80/1, Kalikapur Road, Kolkata – 700 078

On the West : By 23'-1" i.e. 7.030 M. wide KMC Road.

PART B - The Said Flat

ALL THAT the Flat No. ... on the first floor admeasuringSq. Ft. (Super Built Up Area), more or less equivalent toSq. Ft. (Built Up Area), more or less equivalent to ... sq. ft. (Carpet Area) at the new building to be constructed by the PROMOTER at the Premises described under the **FIRST SCHEDULE** hereto in terms of the said registered Agreement for Development further together with one Covered Car Parking Space measuring more or less 130 sq.ft at the Ground Floor of the said new Building (Amrapali Dhir) to be allotted in due course further together with proportionate undivided share in the land described under

2. **PLASTERING:**

- i) Rough brick surface by 19mm thick (1:6) cement sand prop OR white gypsum plaster.
- ii) Finished brick surface by 12 mm thick (1:6) cement sand prop OR white gypsum plaster.
- iii) Ceiling by (1:4) cement sand prop.

3. **FINISHING:**

- i) All internal cement plastered surfaces are to be finished with Plaster of Paris/White cement putty punning; there will be no putty over walls with white gypsum plaster.
- ii) Front side of the entire building shall be painted with latest available permanent finish and painting on all other external side of the building shall be painted with weather coat of reputed make (Berger etc.)
- iii) Gates and grills are to be painted with anti-corrosive zinc primer beneath 2 coats of oil based paint/synthetic enamel paint of Berger or of like company.
- iv) Modern elevation with contemporary design.
- v) Aesthetically designed lobbies.

4. **FOUNDATION:**

The foundation would be of reinforced RCC combined footings /raft as per the structural design with prior and proper anti- termite treatment.

5. **SUPER STRUCTURE:**

The super structure of building shall have RCC framed structure with RCC columns, beams and slabs as per soil test report and the structural design.

6. **CONCRETE WORK:**

- i) All RCC will be as per structural engineer's specifications.

ii) Ground floor covered areas would be of concrete finish / stone / or tiles of good quality.

7. **GRILLS:**

MS Flats/10mm square bar will be used, as per design mutually agreed and approved by the PROMOTER and the owners.

8. **STAIRCASE & RAILING:**

Staircase will be made from MS bar with appealing balustrade.

9. **DRAINAGE:**

Solid and liquid waste, rain water, etc. will be disposed through Supreme / Oriplast (or similar make) PVC SWR pipes in network above GL and through SW pipe in network below GL

10. **FLOORING:**

Flooring inside the entire flat area shall be of good vitrified / ceramic tiles.

Flooring in the staircase and lobbies shall be of good quality vitrified tiles.

11. **DOORS:**

All door frames shall be seasoned and treated sal wood. Flush doors with superior quality paint thereon. Doors shall be at least 30 mm thick with oxidized steel hinges tower bolts, door stoppers and Godrej (or similar make) mortise lock/ cylindrical lock.

12. **WINDOWS:**

Glass windows in colour anodized Aluminum frame of good quality.

13. **ROOF TREATMENT:**

Good quality roof tiles finishing after waterproof treatment and thermal treatment.

14. **TOILET FITTINGS:**

Each toilet in the flats shall have good quality tiles floor with wall tiles up to 7 feet height. Each toilet shall have one mixer shower, basin mixer, one basin, one

commode, one extra tap geyser line and a master stop cock. Concealed PVC piping with hot and cold supply to the basin, shower and tap shall be provided. All fittings would be of Hindware /Jaguar or other reputed make

15. **KITCHEN:**

Fittings in kitchen would comprise of a sink cock and a Sink. These would be of Hindware/ Jaguar or other reputed make with concealed PVC Supreme piping cold water supply. Flooring would be of Tiles, Wall tiles up to 2 feet above kitchen counter Kitchen platform will be of good quality stone. Sink will be of stainless steel and provisions for a chimney outlet will be made. Electrical provisions for water purifier, chimney and other appliances will be made.

16. **ELECTRICALS:**

Concealed branded ISI approved copper wiring with adequate points (both 5A and 15A) and modular switches for light, fans, geysers, TV, fridge, washing machine , air conditioners, and other appliances, with MCB and main switch junction box, buss bar, best quality switchgear etc. Adequate and proper earthing will be ensured and MS concealed switchboxes. (All fittings will be of Havells, Schneider or similar make.)

17. **WATER ARRANGEMENT:**

Underground reservoir for KMC water, one submersible pump for overhead water tank with all necessary plumbing, valve and delivery pipelines for maintaining uniform flow of water in each unit (ring system network of pipeline or otherwise) have to be installed. OH tank would be placed over stair case headroom as per structural design. All pipes would be PVC/UPVC.

18. **LIFT:**

2 nos. 5passengers or more automatic lift of OTIS Brand is to be installed.

19. **GENERATOR:**

Sound proof generator of adequate capacity to take care of the lift, water pump, common lightings and 500 watt power for each unit at the cost of Unit Owners.

20. **AMENITIES & FACILITIES:**

- i) One Cable connection in in all bedrooms.
- ii) Separate wiring from distribution box on the ground floor to each Unit and the Reception Lobby with electronic EPABX intercom facility from lobby to each flat.
- iii) One landline telephone point in each flat with concealed wiring from ground floor to each flat.
- iv) One Air Conditioner point all bedrooms and living rooms.
- v) Space permitting, Caretaker's room and service toilet will be built on the ground floor.
- vi) Mail boxes shall be provided for all flats.
- vii) Complete water proofing treatment of the roof with roof tiles/hardened concrete on roof.
- viii) Automatic electrical tripping device to avoid overload, separate with flats.
- ix) Beautiful entrance lobby with appealing and modern design will be provided.
- x) Car parking area and drive way will have stone/ tiled or concrete flooring.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Parts, Portions & Areas)

I) Areas:

- a) Entrance and exits to the Premises and the New Building
- b) Boundary walls and main gate of the premises
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft
- e) Entrance Lobby, electric /utility room, water pump room, generator room (if any)
- f) Common installations on the roof
- g) Ultimate roof above the top floor of the New Building
- h) Common lavatory at the ground floor for janitors

II) Water, Plumbing and Drainage:

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit /or exclusively for its use).

III) Electric Installation:

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and /or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators

IV) Others:

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

FLOOR PLAN OF THE APARTMENT

ATTACHED WITH THE DEED WITH RED MARK

