

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this [•] day of [•], 2018

BETWEEN

(1) MAGNUM INFRACON PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at 160, Jamunalal Bajaj Street, P.O. Burrabazar, P.S. Burra Bazar, Kolkata – 700 007 (PAN No. AAFCM4442C) **(2) KAUSHALYA TOWNSHIP PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at 171/1A, Rash Behari Avenue, P.O. Rash Behari Avenue, P.S. Gariahat, Kolkata – 700 019 (PAN No. AACCK8934E) **(3) ORION ABASAAN PRIVATE LIMITED**, having its registered office at 160, Jamunalal Bajaj Street, P.O. Burrabazar, P.S. Burra Bazar, Kolkata – 700 007 (PAN No. AAACO8593P) **(4) KAUSHALYA NIRMAN PRIVATE LIMITED**, having its registered office at 69, Girish Park North, P.O. Jorasanko, P.S. Girish Park, Kolkata – 700 006 (PAN No. AACCK8935F), hereinafter collectively referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns) represented by their Constituted Attorney, **PS PRIMARC PROJECTS LLP**, a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008 (PAN No.[AAQFP9146A]), having its registered office at 6A, Elgin Road, P.O. Lala Lajpat Rai Sarani, PS Bhawanipore, Kolkata - 700 020, represented by its Partner [•] (PAN No. [•]) appointed by the Owners by Power of Attorney dated 24th January, 2018 registered with the Additional Registrar of Assurances – III, Kolkata in Book No.[•], Being No. 469 for the year 2018.

AND

PS PRIMARC PROJECTS LLP, a Limited Liability Partnership, incorporated under the Limited Liabilities Partnership Act, 2008 (CIN No. [•] / (PAN [AAQFP9146A]) having its office at 6A, Elgin Road, P.O. Lala Lajpat Rai Sarani, PS Bhawanipore, Kolkata - 700 020, represented by its Authorized Signatory, Mr. [•], son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata - [•], hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns).

AND

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as 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, representatives and/or assigns) of the **THIRD PART**:

[OR]

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

The Owners, 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 (30 of 2017);
- b) **“appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.

- d) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) **“Section”** means a Section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of land measuring more or less 9.30 Acres in various Dags at Mouza Hudarait, North 24 Parganas (hereinafter referred to as “the **Mother Plots**”).
- B. The Owners and the Promoter have entered into a Joint Development Agreement dated 20th May, 2016 registered with the Additional Registrar of Assurances –IV, Kolkata in Book No. I, Volume No. [1904-2016], Pages [181347] to [181402], Being No.190404784 for the year 2016 (hereinafter referred to as “the **said Joint Development Agreement**”) and subsequently a Supplemental Development Agreement dated 5th May, 2017 registered with the Additional Registrar of Assurances – IV, Kolkata in Book No. [I],Volume No. [1904-2017], Pages [231351] to [231377] Being No.190406175 for the year 2017 for development of a real estate project on the Mother Plots.
- C. The Owners have also granted a Power of Attorney dated 24th January, 2018 registered with the Additional Registrar of Assurances –III, Kolkata in Book No.IV, Volume No. [1903-2018], Pages [18480] to [18513], Being No.190300470 for the year 2018 to the Promoter (hereinafter referred to as “the **said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.
- D. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project have earmarked a portion of the Mother Plots being

land measuring **more or less 6.89 Acres (Project Land)** fully described in **Part – I** of the **First Schedule** hereunder written named as “The Soul”, comprising residential apartments, other spaces and common areas intended to be constructed in two phases (“**Project**”).

- E. The particulars of the title of the Owners to the Project Land are fully described in **Part – III** of the **First Schedule** hereto (hereinafter referred to as “the **Devolution of Title**”).
- F. The Promoter has caused a plan to be sanctioned by the Rajarhat Panchayat Samity vide Memo No. 627/RPS dated 06.06.2018 (“**Plan**”), for construction of 3 blocks comprising 10 buildings on the Project Land, out of which the Promoter intends to commence at the first instance, construction and marketing of 2 blocks of 8 buildings comprising ground plus 16 floors each (“**Phase 1**”) which will be the first phase of development of the Project on a portion of the Project Land .to.
- G. The Promoter intends to take up construction and development of the other block comprising 2 buildings comprising ground plus 16 floors each(the “**Second Phase/Phase 2**”), to which the Plan also relates, more fully described in **Part II of the First Schedule** hereto.
- H. The Owners and the Promoter have in terms of the aforesaid Agreement executed a modified Joint Development Agreement dated [•] registered with the Additional Registrar of Assurances – IV, Kolkata in Book No. I, Volume No. [•], Pages [•] to [•], Being No.[•] for the year 2018 for recording the exclusion of portions of the Mother Plots and limiting the development to the Project Land as mentioned in Clause D hereinbefore.
- I. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project Land as well as the Phase 2 Land have been completed.

- J. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the Rajarhat Panchayat Samity vide Memo No. 627/RPS dated 06.06.2018 and agrees and undertakes that it shall not make any changes to these approved plans of Phase 2 except in strict compliance with Section 14 of the Act and other laws as applicable.
- K. The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•] .
- L. The Owners and Promoter have for the convenience of sales and marketing of the Project renumbered and/or assigned identification numbers for the Block/Buildings in Phase 2 being developed on the Phase 2 Land, as follows:

Block as per Sanctioned Plan	Block as per Sales/Marketing
Block C	Block C consisting of Tower Nos.9 & 10

- M. The Allottee has applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No.[•] having carpet area of [•] square feet, , on the [•] floor in Tower No. [•], Block [•] ("**Building**") along with [•] garage/covered parking/open parking (not being a part of Common Area)/podium basement/podium ground/podium first floor parking space No. [•] admeasuring [135] square feet, as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") morefully mentioned in **Part – I** of the **Second Schedule** hereto to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Second Schedule** hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use (**Project Common Areas, Amenities and Facilities**), morefully mentioned in **Third Schedule** hereto.

- N. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter and the Owners, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owners and Promoter, their men and agents, the owners and occupants of apartments of the First Phase with whom such common areas, amenities and facilities of the Project will be shared. The Allottee has also been made aware and agrees that the Promoter and the owners and occupiers of apartments of the First Phase shall also be entitled to the Project Land and all benefits arising therefrom including the right to access of the First Phase through the roads paths and passages of Phase 1 comprised in the Project and/or through the Project Land.
- O. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- P. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- Q. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- R. 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.
- S. The Allottee has been made aware and has unconditionally agreed that the other owners and occupants of apartments of the other phase of the Project shall have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such

common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other parts/phases of the entire Project **(Common Areas, Amenities and Facilities of the Project)**.

- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the said Apartment together with right to use the Project Common Areas Amenities and Facilities (as and when ready) and the Allottee hereby agrees to purchase the said Apartment subject to the terms and conditions contained in all the recitals above. The pro-rata share in the Project Common Areas shall be conveyed to the Association of the allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of Phase 2.

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 said Apartment.

- 1.2 The Total Price for the said Apartment is Rs.[•]/- (Rupees [•] only) ("**Total Price**"):

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
A.	Unit Price: a) Cost of Apartment/Unit b) Cost of exclusive balcony or verandah c) Preferential Location Charge d) Floor Rise Charge	<i>[Please specify square rate]</i>	<i>[Please specify total]</i>

	e) Proportionate cost of Common Areas. with external wall thickness etc. f) Covered parking/open parking/podium basement/podium ground/podium first floor parking		
	Sub-Total :		
B.	Other Charges: (a) Proportionate share of costs, charges and expenses of Generator @Rs.20,000/- per KVA (1 KVA for 2 BHK & 2 BHK & STUDY, 1.25 KVA for 3 BHK and 1.50 KVA for 3 BHK & STUDY (b) Proportionate share of installation of transformer and electricity charges calculated @ Rs.116/- per sq. ft. (c) Contribution for becoming Member of the Association. (d) Legal/Documentation charges excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at actuals (e) Club Charges per Apartment calculated @ Rs.155/- per sq.ft. (f) Interest Free common area maintenance charges * for 12 months @ Rs.[•]/- per sq.ft of Unit Carpet area to be paid as per notice of possession.	(a) _____ (b) _____ (c) Rs.3,000/- (Rupees Three thousand) only (d) Rs.20,000/- (Rupees Twenty thousand) only (e) _____ (f) _____	
	Sub-Total :		
C	Total GST (Goods and Service Tax)		
	Total Price (A + B+C)		

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

- (a) Cost of Electricity Meter;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses

in this regard for stamping, registration and commission;

- (c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Costs charges and expenses for providing satellite, cable TV connection, per such connection as per actuals; and
- (e) Costs for providing MS Grill for the windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund @ Rs.[•]/- per sq. ft. of carpet area amounting to Rs.[•]/-.

Notes:

- (i) Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation subject to the provisions of Clause 12.2.4 hereunder.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee 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 Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of

the Apartment to the Allottee and the Project to the Association of Allottees, after obtaining completion certificate of the Project.

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 Project (as may be extended) 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 in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes

and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of 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 extended) 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 the **Fourth Schedule** hereto ("**Payment Plan**").
- 1.5 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 in Phase 2 described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee as per 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 in accordance with applicable laws.
- 1.6 The Allottee(s) agree(s) that he/they is/are aware that the Promoter is developing and/or proposing to develop in due course, the other phases of the Project, whose occupants will also use the Project Common Areas, Amenities and Facilities of the and installations thereat.
- 1.7 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.8 The Allottee shall only have user rights in the Project Common Areas, Amenities and

Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

- 1.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.
- 1.10 Subject to para 9.3, the Promoter agrees and acknowledges that 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 right to use the Project Common Areas, Amenities and Facilities. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for the Project.

(iii) The Allottee has the right to visit the project site to assess the extent of development of the said Phase and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.

1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the [•] covered parking/open parking/podium basement/podium ground/podium first floor parking shall be treated as a single indivisible unit for all purposes. It is agreed that except for and subject to proposed sharing of infrastructure, common areas, facilities and amenities of Phase 1 and Phase 2 and easement rights being granted therein to the owners and occupants of both Phases, Phase 2 is an independent, self-contained project covering the Phase 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 and use of the Common Areas, Amenities and Facilities of all phases for the benefit of all the allottees of all the Phases It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the allottees of the said Phase along with the allottees of the other Phase.

1.12 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.

- 1.13 The Allottee has paid a sum of Rs.[•]/- (Rupees [•] only) including GST 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 acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan 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 equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Fourth Schedule hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of '**PS PRIMARC PROJECTS LLP.**' payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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 shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or 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 para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under 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 name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Phase and the Phase Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee. The Project Common Areas, Amenities and Facilities shall be completed only upon completion of the whole Project and the

Phase Common Areas, Amenities and Facilities shall be completed by the Promoter before handing over of possession of the Apartment to the Allottee.

6. **CONSTRUCTION OF THE PROJECT/ PHASE/APARTMENT:**

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-A** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **SECOND SCHEDULE** and the **THIRD SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Phase 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, 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 possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Phase Common Areas, Amenities and Facilities with all specifications, amenities and facilities of the said Phase of the Project in place on 15.12.2024 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 said Phase of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force

Majeure conditions are 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 Phase of 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 (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 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 (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the “**NOTICE OF POSSESSION**”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice Of Possession by the Allottee. (the “**POSSESSION DATE**”) Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **FOURTH SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the 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 Phase 2 of the Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**).
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and 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 i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act
- 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 10% of the Unit Price being the booking amount

(Booking Amount), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty five) days of such cancellation. However, in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded aforesaid balance amount.

Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

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

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project or the Phase thereof is being developed or has been developed, in the manner as provided under applicable laws 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 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 Apartment, with interest at the rate equivalent to the

prevailing Prime Lending Rate of State Bank of India plus two percent per annum including compensation (if any) in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum 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 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land and the Phase Land and the Promoter has the requisite rights to carry out development upon the Project Land and Phase Land and has absolute, actual, physical and legal possession of the Project Land and the Phase Land for the said Phase of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase of the Project;
- (iii) There are no encumbrances upon the said Land, and/or the Project
- (iv) It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to

release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances;

- (v) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the said Phase of the Project, Project 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, Project Land, buildings and apartment and the Common Areas;
- (vii) 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 be prejudicially affected;
- (viii) 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 Project Land, including the said Phase and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) 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;
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.

- (xi) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xii) 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 Phase to the competent authorities till the completion certificate of the Phase has been issued and possession of apartment 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 allottees or the competent authority, as the case may be.
- (xiii) 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land.

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) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the said Phase within the stipulated time disclosed at the time of registration of the said Phase 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:

- (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, the Allottee is entitled to the following:

- (i) 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 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 to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice. Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, 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 (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 payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or

notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.

- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Allottee about its decision to cancel the allotment.
- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any

refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PHASE/ 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 or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be.

12. INTERIM MAINTENANCE PERIOD

- 12.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- 12.2. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- 12.3 The maintenance and management of Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 12.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- 12.5. After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

12.2 FORMATION OF ASSOCIATION

12.2.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“**ASSOCIATION**”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

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

12.2.3 Upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to

time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep each of the Owners and the Promoter fully saved, harmless and indemnified in respect thereof.

12.2.4 The Allottee agrees and undertakes to deposit a **non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter**, which deposit shall be treated as Sinking Fund ("Sinking Fund"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and Common Charges and Expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the

Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

12.2.6 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

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

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

12.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as

the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

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

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

13. Resident's Club

(a) The Promoter proposes to set up a club and/or a resident's activity centre for use of the Allottees in the Project (the "CLUB"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course.

During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.

(b) The Allottee shall be entitled to the facilities of a club within the Project ("Club") along with the co-buyers and/or co-occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.

(c) The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational.

The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

- (d) On failure of the Allottee to regularly pay the charges, subscriptions, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- (e) The Allottee shall be allowed to sign in their guests to use the Club facilities, on payment of the prescribed guest charges in accordance with the rules and regulations of the Club.
- (f) The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- (g) The Club facilities will be operational only after the majority of the allottees of the Apartments have moved into the Project and also only after the club management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities the intention being that the Club may be run as a viable and not loss making concern.
- (h) The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. However, if at that time some of the Club facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay maybe then decided by the Promoter/Association/Maintenance Body.

- (i) In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor will automatically cease to be member/user of the Club.
- (j) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

14. DEFECT LIABILITY:

14.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 14.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

14.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any

responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 14 hereinabove.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

16. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Phase, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services 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.

17. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 17.1 Subject to para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, 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 damaged or jeopardized.
- 17.2 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 Building or anywhere on 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 side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 17.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 17.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be

entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Allottee shall be entitled to avail the connection facilities of the designated two service providers to all the Apartments.

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

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

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase 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 may be permitted in accordance to applicable laws.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement save and except as may be required to obtain construction finance, 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.

21. APARTMENT OWNERSHIP 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.

The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

22. BINDING EFFECT:

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

23. 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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

24. RIGHT TO AMEND:

This Agreement may only be amended by written consent of the parties.

25. **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 will go along with the Apartment for all intents and purposes.

26. **WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 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 [Fourth Schedule]** 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 precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

26.2 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.

27. **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.

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

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

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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 and registered at the office of the Sub Registrar at [•], in terms of para 22 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

31. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

_____ (Owners name)

_____ (Owners Address)

_____ (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.

32. 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.

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, 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 and regulations made thereunder.

34. GOVERNING LAW:

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

35. DISPUTE RESOLUTION:

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

36. COVENANTS:**36.1 Allottee's Covenants:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

36.1.1 Allottee aware of and satisfied with common amenities and facilities and specifications:

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

36.1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of [•], and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

36.1.4 Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such

charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

36.1.5 No rights of or obstruction by Allottee:

All open areas in the Phase/Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project. All other open car parking spaces shall be transferable and/or allotted at the sole discretion of the Promoter.

36.1.6 Obligations of Allottee:

The Allottee shall:

(a) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

(c) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) **No Collapsible Gate:**

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) **No Grills :**

Not install any grill on the balcony verandah or windows

(n) **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(o) **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

(p) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which

may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(r) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, Phase and/or the Project and selling or granting rights to any person on any part of the said Building.

(s) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(v) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(x) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(y) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

(aa) **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

(bb) **No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(dd) **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ee) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(ff) **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Phase/Project.

(gg) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(hh) **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(jj) **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) **To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(ll) **To affix Nameplate:**

To affix nameplate at the designated place only.

36.1.9 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

36.1.10 No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Phase, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

36.2 Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

36.2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

37. General Covenants:

1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
3. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number
4. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
5. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
6. That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grided wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
7. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
8. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

9. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
10. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
11. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
12. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
13. That the Allottee agrees that the swimming pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.

38. Nomination by Allottee with Consent:

The Allottee admits and accepts that after the lock in period as mentioned in Clause 38 (b) herein and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate any third party before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 2% of the Unit Price or the consideration agreed upon by the Allottee herein for such Nomination (Nomination Price) whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

39. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

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

SIGNED AND DELIVERED by the
within named **OWNERS** at **Kolkata** in the
presence of:

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** at **Kolkata** in the
presence of:

FIRST SCHEDULE**PART I****(PROJECT LAND)**

ALL THAT piece and parcel of Land measuring **6.89** acres, more or less, lying and situated at Mouza Hudarait, J.L. No. 54, comprised in R.S./L.R. Dag No. 2149, in Police Station Rajarhat, within Chandpur Gram Panchayet, Additional District Sub-Registration Office Rajarhat, P.S. Rajarhat, District North 24 Parganas West Bengal, as per details given hereinbelow:

Owner	L.R. Khatian No.	Project Area as recorded in L.R. Khatian (in dec.)
Kaushalya Township Private Limited	2462 & 2502	454
Kaushalya Nirman Private Limited	2517	101.61
Magnum Infracon Private Limited	2464, 2541 & 2765	91.39
Orion Abasaan Private Limited	2542	42
Total		689

The aforesaid land is butted and bounded as follows:-

ON THE NORTH : Land under L.R. Dag nos. 2128(P), 2137 to 2148 & 2113.

ON THE SOUTH : Land under L.R. Dag nos. 2150

ON THE EAST : Land under L.R. Dag nos. 2152

ON THE WEST : Land under L.R. Dag nos. 2128(P), 2149(P) & Land under
Mouza Patharghata

PART II**(PHASE 2 LAND)**

ALL THAT piece and parcel of Land measuring 1.862 acres, more or less, lying and situated at Mouza Hudarait, J.L. No. 54, comprised in R.S./L.R. Dag No. 2149,

recorded in L.R. Khatian Nos. 2502, 2462, 2517, 2464, 2541, 2542 and 2765, Police Station Rajarhat, within Chandpur Gram Panchayet, Additional District Sub-Registration Office Rajarhat, P.S. Rajarhat, District North 24 Parganas West Bengal.

ON THE NORTH : Land under L.R. Dag nos. 2128(P) & 2137 to 2140.

ON THE SOUTH : Land under L.R. Dag nos. 2150

ON THE EAST : Land under L.R. Dag nos. 2149 (P)

ON THE WEST : Land under L.R. Dag nos. 2128 (P) & Land under Mouza Patharghata

PART III

(DEVOLUTION OF TITLE)

ALL THAT piece and parcel of Land measuring 689 Decimal more or less, lying and situated at Mouza Hudarait, J.L. No. 54, comprising in R.S/L.R. Dag No. 2149, under L.R. Khatian Nos. 2502, 2462, 2517, 2464, 2541, 2542 and 2765 within the limits of Chandpur Gram Panchayat, Additional District Sub. Registration Office Rajarhat, , P.S. Rajarhat, District 24 North 24 Parganas, West Bengal.

(A)One Messieurs Kaushalya Township Private Limited is the absolute owner of land measuring an area 522.04 decimals by virtue of various Deed of Conveyance detailed are as follows:-

(1) By a Deed of Conveyance dated 23rd July, 2008, registered in the Office of the District Sub-Registrar-II, Barasat, in Book No. I, CD Volume No. 7, at Pages 6529 to 6541, being Deed No. 06315 for the year 2008, purchase from Ajay Mondal land measuring an area 11.48 decimals in L.R. dag No. 2149.

(2) By a Deed of Conveyance dated 12th December, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, in Book No. I, CD Volume No. 8, at Pages 3154 to 3166, being Deed No. 07230 for the year 2008, Purchase from (i) Kanai Lal Biswas, (ii) Suraj Biswas and (iii) Debraj Biswas (ii & iii both were minors,

represented by their father, Kanai Lal Biswas) land area 34.5 decimals but as the transfer was done without obtaining prior Court permission, therefore, the transfer was voidable at the option of the minor after attaining majority or any person claiming under him under Sec. 8 of Hindu Minority and Guardianship Act, 1956. So also purchase from Purchase from Suraj Biswas and Debraj Biswas (on attaining majority) by a Deed of Conveyance dated 13th March, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, CD Volume No. 6, at Pages 9457 to 9475, being Deed No. 03174 for the year 2015, land measuring an area 23 decimals in L.R. dag No. 2149.

(3) By a Deed of Conveyance dated 12th December, 2007, registered in the Office of the District Sub-Registrar, Barasat, in Book No. I, CD Volume No. 8, at Pages 3126 to 3137, being Deed No. 07233 for the year 2008, purchase from (1) Hazra Pada Biswas and (2) Probhat Biswas alias Provash Chandra Biswas land area 11.45 decimals in dag no. 2149.

(4) By a Deed of Conveyance dated 25th May, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 2, at Pages 6620 to 6632, being Deed No. 03041 for the year 2007, purchase from Kunjoo Bihari Naskar land area 6.52 decimals in dag no. 2149.

(5) By a Deed of Conveyance dated 7th February, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 2, at Pages 12996 to 13012, being Deed No. 01798 for the year 2008, purchase from (1) Bindu Bala Mondal alias Bindu Basini Mondal and (2) Susmita Naskar land area 22.86 decimals in Dag No. 2149.

(6) By a Deed of Conveyance dated 16th April, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 5, at Pages 10468 to 10482, being Deed No. 05195 for the year 2008, purchase from Khitish Biswas alias Khittish Chandra Biswas land area 10.5 decimals in L.R. Dag no. 2149.

(7) By a Deed of Conveyance dated 24th August, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 10, at Pages 18942 to 18958, being Deed No. 11186 for the year 2008, purchase from Amar Biswas and Jagannath Biswas land area 4 decimals in L.R. Dag no. 2149.

(8) By a Deed of Conveyance dated 16th July, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 9, at Pages 13037 to 13054, being Deed No. 09755 for the year 2008, Purchase from Mamud Ali Mondal land area 97.29 decimals in L.R. Dag no. 2149.

(9) By a Deed of Conveyance dated 16th July, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, being Deed No. 9441 for the year 2008, purchase from Mamud Ali Mondal land area 153.45 decimals in L.R. Dag no. 2149.

(10) By a Deed of Conveyance dated 28th May, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 7, at Pages 3461 to 3481, being Deed No. 07023 for the year 2008 purchase from (1) Sati Rani Mondal, (2) Biswajit Mondal, (3) Anima Mondal and (4) Ashima Mondal land measuring 61.99 (sixty one point nine nine) decimal, more or less in L.R. dag No. 2149.

(11) By a Deed of Conveyance dated 28th May, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 7, at Pages 3494 to 3513, being Deed No. 07025 for the year 2008, purchase from (1) Sati Rani Mondal, (2) Biswajit Mondal, (3) Anima Mondal and (4) Ashima Mondal land measuring 12.25 (twelve point two five) decimal, more or less in L.R. dag No. 2149.

(12) By a Deed of Conveyance dated 19th May, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 6, at Pages 17128 to 17142, being Deed No. 06617 for the year 2008, purchase from Satish Chandra Mondal land measuring 16.25 (sixteen point twenty five) decimal, more or less in L.R. dag No. 2149.

(13) By a Deed of Conveyance dated 7th November, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 20, at Pages 13605 to 13625, being Deed No. 14697 for the year 2012, Purchase from (1) Sushama Mondal, (2) Srima Mondal, (3) Rupa Mondal and (4) Kalpana Mondal land measuring 61.99 (sixty one point nine nine) decimal, more or less, in L.R. dag No. 2149.

(14) By a Deed of Conveyance dated 28th May, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 7, at Pages 3288 to 3303, being Deed No. 07015 for the year 2008, purchase from Biswajit Mondal land measuring 17.5 (seventeen point five) decimal, more or less, in L.R. dag No. 2149.

In the above mentioned events and circumstances Messieurs Kaushalya Township Private Limited has become the sole and absolute owner of land measuring 522.03 (five hundred and twenty two) decimal, more or less, out of 826 (eight hundred and twenty six) decimal, being a portion of C.S. Dag No. 2111, corresponding R.S./L.R. Dag No. 2149, Mouza Hudarait, J.L. No. 54, Police Station Rajarhat, within the jurisdiction of CGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and mutated its name in the records of the Block Land and Land Reforms Officer, Rajarhat, in L.R. Khatian Nos. 2462 and 2502, land measuring 448.931 (four hundred and forty eight point nine three one) decimal out of the said 522.03 Decimal being Property Of Kaushalya Township Private Limited In 2149.

(B) One Messieurs Kaushalya Nirman Private Limited is the absolute owner of land measuring an area 121.31 decimals by virtue of various Deed of Conveyance detailed are as follows:-

(1) By a Deed of Conveyance dated 22nd October, 2008, registered in the Office of the District Sub-Registrar-II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 10, at Pages 2352 to 2366, being Deed No. 03204 for the year 2010, purchase from Birampada Mondal land measuring 17.06 (seventeen point zero six) decimal, more or less, in L.R. dag No. 2149.

(2) By a Deed of Conveyance dated 21st November, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, CD Volume No. 13, at Pages 2086 to 2103, being Deed No. 13663 for the year 2008, purchase from (1) Dilip Kumar Mondal and (2) Asit Kumar Mondal land measuring 88 (eighty eight) decimal, more or less, in L.R. dag No. 2149.

(3) By a Deed of Conveyance dated 29th August, 2008, registered in the Office of the District Sub-Registrar-II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 8, at Pages 14947 to 14962, being Deed No. 08248 for the year 2008, purchase from (1) Indu Bala Mondal, (2) Subhash Mondal, (3) Subhendu Mondal (4) Mina Mondal (Gayen) and (5) Bina Mondal (Gayen) land measuring 16.25 (sixteen point twenty five) decimal, more or less, in L.R. dag No. 2149.

In the above mentioned events and circumstances Messieurs Kaushalya Nirman Private Limited has become the sole and absolute owner of land measuring 121.31 (one hundred and twenty one point three one) decimal, more or less, out of 826 (eight hundred and twenty six) decimal, being a portion of C.S. Dag No. 2111, corresponding R.S./L.R. Dag No. 2149, Mouza Hudarait, J.L. No. 54, Police Station Rajarhat, within the jurisdiction of CGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and mutated its name in the records of

the Block Land and Land Reforms Officer, Rajarhat, in L.R. Khatian No. 2517, in respect of land measuring 105.9758 (one hundred and five point nine seven five eight) decimal out of 121.31 Decimal being the Property Of Kaushalya Nirman Private Limited In 2149.

(C) One Messieurs Magnum Infracon Private Limited is the absolute owner of land measuring an area 90.5444 (ninety point five four four four) decimal by virtue of various Deed of Conveyance detailed are as follows:-

(1) By a Deed of Conveyance dated 19th November, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 2245 to 2265, being Deed No. 12786 for the year 2014, purchase from Astapada Naskar land measuring 17 (seventeen) decimal, more or less, in L.R. Dag No. 2149.

(2) By a Deed of Conveyance dated 19th November, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 2266 to 2286, being Deed No. 12787 for the year 2014, Purchase from Harekrishna Naskar land measuring 17 (seventeen) decimal, more or less, in L.R. Dag No. 2149.

(3) By a Deed of Conveyance dated 19th November, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 2287 to 2307, being Deed No. 12788 for the year 2014, purchase from Ram Krishna Naskar land measuring 17 (seventeen) decimal, more or less, in L.R. Dag No. 2149.

(4) By a Deed of Conveyance dated 26th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 15, at Pages 5468 to 5487, being Deed No. 09592 for the year 2014, purchase from Panchuram Mondal land measuring 7 (seven) decimal, more or less, in L.R. Dag No. 2149.

(5) By a Deed of Conveyance dated 16th February, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, being Deed No. 01742 for the year 2015, purchase from Md. Sahabuddin Molla land measuring 3.1388 (three point one three eight eight) decimal, more or less, in L.R. Dag No. 2149.

(6) By a Deed of Conveyance dated 6th April, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, being Deed No. 04238 for the year 2015, purchase from Md. Sahabuddin Molla land measuring 3.2214 (three point two two one four) decimal more or less, in L.R. Dag No. 2149.

(7) By a Deed of Conveyance dated 16th February, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, being Deed No. 01732 for the year 2015, purchase from Biswanath Biswas land measuring 2.3128 (two point three one two eight) decimal, more or less, in L.R. Dag No. 2149.

(8) By a Deed of Conveyance dated 16th February, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 4, at Pages 1 to 17, being Deed No. 01734 for the year 2015, purchase from Sushil Kumar Biswas land measuring 9.1686 (nine point one six eight six) decimal, more or less, in L.R. Dag No. 2149.

(9) By a Deed of Conveyance dated 20th April, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, Volume No. 1523-2017, at Pages 121538 to 121561, being Deed No. 152304318 for the year 2017, purchase from Ram Awatar Bajaj alias Ramotar Bajaj land measuring 12.39 (twelve point three nine) decimal, more or less, in L.R. Dag No. 2149.

(10) By a Deed of Conveyance dated 9th September, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, Volume No. 1523-2016, at Pages 292534 to 292557, being Deed No. 152309589 for the year 2016, purchase from (1) Mira Biswas, (2) Suvankar Biswas and (3) Bhaskar Biswas land measuring 2.3128 (two point three one two eight) decimal, more or less, in L.R. Dag No. 2149.

In the above mentioned events and circumstances Messieurs Magnum Infracon Private Limited has become the sole and absolute owner of land measuring 90.5444 (ninety point five four four four) decimal, more or less, out of 826 (eight hundred and twenty six) decimal, being a portion of C.S. Dag No. 2111, corresponding R.S./L.R. Dag No. 2149, Mouza Hudarait, J.L. No. 54, Police Station Rajarhat, within the jurisdiction of CGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and mutated its name in the records of the Block Land and Land Reforms Officer, Rajarhat, in L.R. Khatian Nos. 2464, 2541 and 2765, in respect of land measuring 91.0252 (ninety one point zero two five two) decimal being Property Of Magnum Infracon Private Limited In 2149.

(D) Messieurs Orion Abasaan Private Limited is the absolute owner of land measuring an area 43.44 (forty three point four four) decimal, by virtue of various Deed of Conveyance detailed are as follows:-

(1) By a Deed of Conveyance dated 6th August, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, being Deed No. 10328 for the year 2008, purchase from Sujoy Mondal land measuring 11.48 (eleven point four eight) decimal, more or less, in L.R. Dag No. 2149.

(2) By a Deed of Conveyance dated 6th August, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 10, at Pages 1861 to 1876, being Deed No. 10329 for the year 2008, purchase from Srishtypada Mondal and Bijoy Mondal land measuring 22.96 (twenty two point nine six) decimal, more or less, in L.R. Dag No. 2149.

(3) By a Deed of Conveyance dated 23rd June, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 8, at Pages 4330 to 4350, being Deed No. 08156 for the year 2008, purchase from (1) Prova Bala Biswas, (2) Ajit Biswas, (3) Prosenjit Biswas, (4) Sujit Biswas, (5) Indrajit Biswas, (6) Ranjit Biswas, (7) Biswajit Biswas and (8) Dipika Biswas land measuring 9 (nine) decimal, more or less, in L.R. Dag No. 2149.

In the above mentioned events and circumstances Messieurs Orion Abasaan Private Limited has become the sole and absolute owner of land measuring 43.44 (forty three point four four) decimal, more or less, out of 826 (eight hundred and twenty six) decimal, being a portion of C.S. Dag No. 2111, corresponding R.S./L.R. Dag No. 2149, Mouza Hudarait, J.L. No. 54, Police Station Rajarhat, within the jurisdiction of CGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas) and mutated its name in the records of the Block Land and Land Reforms Officer, Rajarhat, in L.R. Khatian No. 2542, in respect of land measuring 43.0346 (forty three point zero three four six) decimal out of 43.44 Decimal being the Property Of Orion Abasaan Private Limited In 2149.

SECOND SCHEDULE**PART I****(SAID APARTMENT)**

ALL THAT the residential apartment situated within the Project **TOGETHER WITH** Balcony/ Verandah and also delineated on the map 'B' annexed hereto and bordered in colour "**YELLOW**" thereon **AND TOGETHER FURTHER WITH** the Right to use car parking space(s) ,if any, as per details given herein below;

- i) Apartment No. [•]
- ii) BHK [•]
- iii) Floor[•]
- iv) Block No : [•]
- v) Tower No. [•]
- vi) Type [•]
- vii) Carpet Area [•] sq. ft. more or less.
- viii) Area of the adjoining balcony/verandah: [•] sq. ft.
- ix) [•] No(s) of open car parking space (135 sft. each more or less).
- x) [•] No(s) of covered car parking space (135 sft. each, more or less).
- xi) [•] No(s) of podium basement car parking space (135 sft each more or less).
- xii) [•] No(s) of podium ground Floor car parking space, (135 sft. each, more or less).
- xiii) [•] No(s) of podium first floor car parking space, (135 sft. each, more or less).

PART II**SPECIFICATIONS OF THE APARTMENT****Structure**

Earthquake resistant RCC structure with Concrete Walls

Flooring

All Bedrooms, Study & Living/ Dining – Vitrified Tiles
 Kitchen, Toilets & Utility Balcony - Antiskid Ceramic Tiles
 Balcony – Granite Tiles / Vitrified Tiles
 Common Staircases –Concrete Finish
 Roof – Concrete Finish

Wall Finish

Inner Walls – POP/ Putty finish
 Outer Walls – Weather shield exterior grade paint

Windows

Powder Coated Aluminium glazed windows

Doors

Seasoned hardwood door frame
 Flush doors with cylindrical lock
 Decorative Main door with night latch of reputed make

Toilets

CP Fittings and Sanitary Fittings of Kohler/ Grohe/ Jaquar/ Johnson or Equivalent make
 Electrical points for geyser & exhaust fan
 Plumbing Provision for Hot & Cold water line
 Wall dado of ceramic tiles up to door level

Kitchen

Granite Counter Top with Stainless Steel Sink
 Wall dado of Ceramic Tiles up to two feet height above counter top
 Electrical points for refrigerator, water filter, microwave, chimney/ Exhaust.

Electrical

TV Power points in all bedrooms & living /dining except Study Room
 Adequate electrical points in all bedrooms, living /dining, kitchen and toilets.
 Washing machine point
 Modular switches of reputed make
 Intercom Facility in Living / Dining

Air Conditioner

Split AC for all Bedrooms & Living / Dining except Study Room
 Infrastructure provision** for one Air Conditioner in Study Room.

**Infrastructure Provision for Air Conditioning includes -

- Electrical conduit at designated location for the indoor unit (no Electrical wire, no starter or Plug point)
- Drainage point for Indoor Unit
- Designated location for Out Door Unit

It does not include electrical wire, Copper piping, Starter or Plug Point or the supply of air conditioner and/or other accessories in any way.

Detailed drawings & guidelines shall be issued which shall have to be followed and complied with during installation of air conditioners.

DG Back Up

1 KVA for 2 BHK, 2BHK & Study

1.25 KVA for 3 BHK

1.50 KVA for 3BHK & Study

Elevators

Automatic Lifts for each tower of Kone/ Otis/ Schindler or Equivalent make.

THIRD SCHEDULE

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

COMMON AREAS PHASE WISE

Common Areas for Phase -1

Community Halls

- Multipurpose Hall
- All common facilities & services for the Community Halls & Multipurpose Hall
- Party Lawn
- Indoor Games Room
- Swimming Pools
 - Lap Pool

- Leisure Pool & Jacuzzi
 - Kid's Pool
- Swimming Pool Deck
- Gymnasium / Health Lounge
- Changing Rooms facilities & Steam Bath
- Squash Court
- Mini Theatre
- Business / Reading Lounge
- Club Toilets
- Amphitheatre
- Performance Deck
- Badminton Court
- Basketball Practice Court
- Open to Sky Gym / Fitness Area
- Open to Sky Workshop Zones
- Open to Sky pavilion for Yoga & Meditation
- Open to Sky Pavilion for Festivals cum Skating Rink
- Provision for
 - Grocery
 - ATM
 - Pharmacy
 - Waterside Café
 - Crèche / Daycare / Kids Indoor lounge
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium & Ground Level
- Estate Office
- Space for Loading / Unloading
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies & Corridors
- Club Entrance Lobbies & Waiting areas
- All floor Common Lobbies & Corridors
- Common Toilets & Changing areas for Staff
- Roof Area
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Pump Rooms
- Open to sky DG space
- Compost Plant
- Water Treatment Plant
- Sewage Treatment Plant

- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Staff Room, Security Room etc.
- All equipment, machineries & Pipe line installations for common use.

Common Areas for Phase-2

- Open to Sky Kids Play Court
- Adventure Play Park
- Outdoor Pet Zone
- Natural Water body
- Waterside Serenity Deck
- Sun Deck
- Viewing Deck
- Dense green Zone
- Landscaped Sit Outs & Planters
- All Landscaped features at Ground Level
- Lifts
- Common Staircases
- Ground Floor Lobbies & Corridors
- All floor Common Lobbies & Corridors
- Roof Area
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Open to sky DG space
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms etc.
- All equipment, machineries & Pipe line installations for common use.

AMENITIES & FACILITIES PHASE WISE

Amenities & Facilities for Phase-1

- Community Halls
- Multipurpose Hall
- Party Lawn
- Indoor Games Room
- Swimming Pools
 - Lap Pool

- Leisure Pool & Jacuzzi
- Kid's Pool
- Swimming Pool deck
- Gymnasium / Health Lounge
- Changing Room facilities & Steam Bath
- Squash Court
- Mini Theatre
- Provision for Waterside Café
- Business / Reading Lounge
- Amphitheatre
- Performance Deck
- Outdoor Badminton Court
- Outdoor Basketball Practice Court
- Open to Sky Gym / Fitness Area
- Open to Sky Workshop Zone
- Open to Sky Pavilion for Yoga & Meditation
- Open to Sky Pavilion for Skating Rink cum Festivals
- Provision for
 - Grocery
 - ATM
 - Pharmacy
 - Crèche/Daycare / Kid's Indoor Lounge
- Landscaped Sit Outs & Planters
- Reflexology Path
- 24 X7 CCTV Surveillance at Campus entry and exit, Ground floor Tower Lobbies, Club.
- DG Back-Up for Common Area lighting
- Water Treatment Plant
- Sewage Treatment Plant

Amenities & Facilities for Phase-2

- Open to Sky Kids Play Court
- Adventure Play Park
- Outdoor Pet Zone
- Natural Waterbody
- Waterside Serenity Deck
- Sun Deck
- Viewing Deck
- Dense green Zone
- Landscaped Sit Outs & Planters
- 24 X7 CCTV Surveillance at Ground floor Tower Lobbies
- DG Back-Up for Common Area lighting

FOURTH SCHEDULE**PAYMENT PLAN**

The Total Price shall be paid by the Allottee in the following manner:

<u>PAYMENT SCHEDULE CONSTRUCTION LINKED</u>			
Sl. No.	Stages of Payment	% of Payment	Amount (Rs)
1	Application amount/Booking amount	10% of Unit Cost +GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)	
2	On Agreement - within 30 days of Application/Booking	10% of Unit Cost + GST	
3	On Completion of Piling	10% of Unit cost +GST	
4	On Completion of Ground Floor Roof Casting	10% of Unit cost + Club Charges + GST	
5	On Completion of 4th Floor Roof Casting	10% of Unit cost + GST	
6	On Completion of 8th Floor Roof Casting	10% of Unit cost + GST	
7	On Completion of 12th Floor Roof Casting	10 % of Unit cost + Transformer Charges & Electricity + Generator Charges + GST	
8	On Completion of 14th Floor Roof Casting	10 % of Unit cost + HVAC + GST	
9	On Completion of Roof Casting	10% of Unit cost + Legal Charges+ Association Formation Charges+ GST	
10	On Completion of Flooring of Unit	5% of Unit cost + GST	
11	On Notice for Possession	5 % of Unit cost + Sinking fund +Advance CAM + GST	

Dated this day of , 2018

BETWEEN

MAGNUM INFRACON PRIVATE LIMITED & OTHERS
... OWNERS

AND

PS PRIMARC PROJECTS LLP
... PROMOTER

AND

_____.
... ALLOTTEE

AGREEMENT FOR SALE

Fox & Mandal
Advocates
12, Old Post Office Street