

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (Agreement) executed on this.....day of2019

BY AND BETWEEN

"EAST HOOGLY CONSTRUCTION" (PAN No. AAEFE3530H) (a Partnership Firm registered under the Indian Partnership Act, 1932), having its Head Office and Principal Place of business at Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin- 712102 , West Bengal, India, represented by its Partners,

(1)**SMT. ANIMA MONDAL** (Aadhaar No 4745 2757 9476), W/O- Sri Krishna Chandra Mondal, aged about 45 Years, by Religion-Hindu (Indian Citizen),by Profession -Business, residing at Rammandir, Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102, Pan No.AEIPM8634C (2) **SMT. JHUMPA MONDAL** (Aadhaar No 3445 1551 0251), W/O- Sri Mainak Mondal, aged about 36 Years by Religion-Hindu (Indian Citizen),by Profession -Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102, Pan No- AMMPM8270A, hereinafter referred to and called the "**PROMOTER**" (which expression shall unless repugnant to the meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their assigns). Represented by their registered attorney holder **SRI MAINAK MONDAL** (PAN No- AEIPM8633F), S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen),by Profession- Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102.

AND

Mr./Ms.------(Aadhar No.-----), aged about-----Years,
Son/Daughter/wife of -----, By religion -----
-----, By Profession -----, Residing at -----
-----, P.O. -----, P.S. -----, Dist. ----
-----, PIN -----, State -----(Pan No.-----), hereinafter referred
to and called the "**ALLOTTEE**" (which expression shall unless repugnant to the meaning
thereof be deemed to mean and include his/her heirs, executors and administrators, successors-in-
interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

Definitions:

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

EAST HOOGLY CONSTRUCTION
Mainak Mondal
1 _____
(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

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

WHEREAS:

A. **SMT SHARBANI MONDAL**, W/O- Sri Asoke Kumar Mondal, by religion-Hindu, by occupation- Business, residing at Uttarayan, Chinsurah Station Road, P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist - Hooghly, Pin . 712102, PAN No. AEYPM4610G, West Bengal, India is the absolute and lawful owner of ALL THAT piece or parcel of land having R.S Khatian No. 142 (One Four Two), mutated L.R Khatian No. 5498 (Five Four Nine Eight) –

- (i) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 5 (Five) Katha 13 (One Three) Chatak 22 (Two Two) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.
- (ii) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 6 (Six) Katha 7 (Seven) Chatak 9 (Nine) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.

-within ambit of Mouza- Simla, J.L No.16, under Kodalia No-1 Gram Panchayet, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102. The Two lands are situating conjointly with each other.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE NORTH: 8 ft wide Panchayet Road.
ON THE SOUTH: Property of Sitesh Sanyal.
ON THE EAST: 15 ft wide Panchayet Road.
ON THE WEST: Property of Mondals.

EAST HOOGHLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Smt. Anima Mondal & Smt. Jhumpa Mondal)

The Land Owner and the Promoter/Developer have entered into a **Development Agreement** dated on 27.07.2015, recorded in Book No. I, Volume No.0603-2015, Page from 23928 to 23966, being No. 060303549, for the Year 2015, at the office of the Addl. District Sub-Registrar, Chinsurah, Hooghly.

- B. The said Land is earmarked for the purpose of building a [commercial/ residential/any other purpose] project comprising multistoried apartment building and the said project shall be known as "**UTTARAYAN**" Apartment, situated at Uttarayan, P.O- Chinsurah R.S), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, west Bengal, India.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Hooghly Zilla Parishad has granted the commencement Certificate to Develop the Project vide Approval dated 14-06-2018, bearing Registration No. 276/H2P – BP/18-19
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the Apartment, plot or building, as the case may be from Hooghly Zilla Parishad. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under Provisions of the Act with the West Bengal Housing Industry Regulation Authority at on.....under Registration No.
- G. The allottee had applied for an Apartment in the Project in the Project vide Application No..... dated.....and has been allotted Apartment No..... having Carpet Area ofSquare feet, Type..... on.....Floor of the "Building" along with Garage/Parking No..... admeasuring Square feet in the Block.....,Floor, as permissible under the applicable law and pro rata share in the common areas ("Common Areas") as defined under Clause (m) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in Schedule "A" and the Floor Plan or the Apartment is annexed hereto and marked as Schedule "B".
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal

I. ADDITIONAL DETAILS:

- (i) Community Hall and indoor games.
- (ii) 24 hours security.
- (iii) Intercom.
- (iv) C.C T.V surveillance.
- (v) 24 hours Generator back-up.
- (vi) 24 hours Water Supply.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the project.
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and Garage/Parking (if applicable) as specified in Para "G".

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees, to sell to the Allottee and the Allottee hereby to purchase, the Apartment as specified in Para "G".
- 1.2 The total price for the Apartment based on the Carpet Area of Rs.....(Rupees.....) only
.....("Total Price")

Block / Building / Tower Apartment No..... Type..... Floor.....	No.	Rate of Apartment per Square feet*
Total Price: (In Rs)		

EAST HOOCHLY CONSTRUCTION

Mainsak Mondal

4

(Sri Mainsak Mondal)

(Constituted Agency of East. Anima

Mainsak Mondal)

- Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc. if/as applicable.

[AND] [If/as applicable]

Garage/Covered Parking -1	Price for 1
Garage/Covered Parking -2	Price for 2
Total Price: (In Rs)	

Explanation:

- The total price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment]
- The total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- 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 the dates from which such taxes / levies etc have been imposed or become effective;
- The Total Price of Apartment / Plot includes recovery of price of land, construction of [not only the Apartment but also] Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical

5

EAST HOOGHLY CONSTRUCTION
Mainak Mondal
 (Sri Mainak Mondal)
 (Constituted Attorney of Smt. Anima
 Mondal & Smt. Jhumpa Mondal)

connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment / Plot] and the Project.

- 1.3 The total price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charges from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payment @.....% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale if effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the Provisions of the Act.
- 1.7 The Promoter shall confirm to the **final Carpet Area** that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the **Carpet Area**. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area

then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per Square feet as agreed in para 1.2 of this Agreement.

- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall also have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtained the Completion Certificate from the Competent Authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges. Taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with.....Garage/Covered Parking shall be treated as a single invisible unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

EAST HOOGHLY CONSTRUCTION

7

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Sri. Anima
Mondal & Sri. Pradyumn Mondal)

- 1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal/Panchayet 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 outgoing 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 outgoing and panel charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum of Rs..... 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 [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the constitution milestone, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/C Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "EAST HOOGLY CONSTRUCTION, PROJECT UTTARAYAN, payable at CHINSURAH].

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/modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the

EAST HOOGLY CONSTRUCTION

Mainsak Mondal

8

(Sd/ Mainsak Mondal)
(Coastituted Attorney of Smt. Anima
Mondal & Smt. Jyotsna Mondal

event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they 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 matter specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENT:**

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

5. **TIME IS ESSENCE:**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along, with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter accordance with the said layout plans, floor plans specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), West Bengal Housing Industry Regulation Rules, 2018, etc. and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the

EAST HOOGLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment the Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications amenities and facilities of the project in place on Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, 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 conditions then the Allottee agrees the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

7.2. Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, 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 of the project. The promoter shall hand over the occupancy certificate of the Apartment, as the may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the promoter as per para 7.2, the Allottee shall take possession of the

EAST HOOGHLY CONSTRUCTION

Mainsak Mondal

(Sri Mainsak Mondal)

(Constituted Attorney of Smt. Anima Mondal & Smt. Jhumpa Mondal)

Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2. such Allottee continue to be liable to pay maintenance charges as specified in para 7.2.

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

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

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

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

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/her/them in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within five days of it becoming due;

EAST HOOGHLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project:

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

EAST HOOGHLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and penalties and other outgoings. Whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any, notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

- i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules:
- ii) In case of Default by Allottee under the condition listed above for a period beyond Three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him/her/they by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

EAST HOOGHLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jharna Mondal)

Use of Basement and Service Areas: The basement(s) and/or service areas, if any as located within the "Uttarayan" Apartment, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans; the Allottee shall not be permitted to use the 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 main maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1** Subject to para 12 above, the Allottee shall after taking possession, he/she/ shall solely responsible to maintain the Apartment at his/her/their 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 partition, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable moan and maintain same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized
- 15.2.** The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board / name plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas, The Allottees shall also not change the clour scheme of the outer walls or painting of the exterior side of the windows or carry out any 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 riot not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allotters. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

EAST HOOGHLY CONSTRUCTION

Mainsuk Mondal

16

(Sri Mainsuk Mondal)

(Constituted Attorney of Smt. Anima
Mondal & Smt. Anurupa Mondal

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and also includes is Amendments upto date.

The Promoter showing compliance of various laws/regulations as applicable in the said Project.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee secondly, appears for registration of the same before the concerned Sub-Registrar (A.D.S.R, Chinsurah, Hooghly, D.S.R, Hooghly & A.R.A-III, Kolkata) as and when-intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the promoter this Agreement within 30 (thirty) days from the date of receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, Which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal

Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provision 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 subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1** The Promoter may, at its option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payment as per the payment plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 24.2** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted 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

EAST HOOGHLY CONSTRUCTION

Mainsak Mondal

(Sri Mainsak Mondal)

(Constituted Attorney of Smt. Anima Mondal & Anr. Anurupa Mondal)

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time or execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this agreement shall be completed only upon its execution by the promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin- 712102 , West Bengal, India after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at A.D.S.R, Chinsurah, Hooghly, D.S.R-I, Hooghly & A.R.A-III, Kolkata). Hence this agreement shall be deemed to have been executed at Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin- 712102 , West Bengal, India.

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)

M/s EAST HOOGHLY CONSTRUCTION (PAN No. AAEFE3530H) (a Partnership Firm registered under the Indian Partnership Act, 1932), having its Head Office and Principal Place of business at Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin- 712102 , West Bengal, India. It shall be the duty of the Allottee and the Promoter to inform each other of change in address subsequent to the execution of this agreement in the above address by

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

Registered Post failing which all communications and letters posted at the above address shall be deemed to have received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. DISCLAIMER:

The above Terms & Conditions are as per the Rules & Regulations under WBHIRA Act 2017 and it is ensured that additional terms & conditions, if any, are not in derogation of or inconsistent with the terms and conditions set out as per the Rules & Regulations under WBHIRA Act 2017.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee : (including joint buyers)

EAST HOOGHLY CONSTRUCTION
Mainak Mondal
(Sri Mainak Mondal)
Constituted Attorney of Smt. Arima
Mondal & Smt. Jhumpa Mondal

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

1. Signature _____
Name _____
Address _____

At.....on.....in the
presence of:

WITNESS:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Please affix
Photographs and
Sign across the
Photograph

Please affix
Photographs and
Sign across the
Photograph

Please affix
Photographs and
Sign across the
Photograph

SCHEDULE "A"

ALL THAT piece or parcel of land having R.S Khatian No. 142 (One Four Two), mutated L.R Khatian No. 5498 (Five Four Nine Eight)

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

- (i) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 5 (Five) Katha 13(One Three) Chatak 22 (Two Two) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.
- (ii) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 6 (Six) Katha 7 (Seven) Chatak 9 (Nine) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.

Within ambit of Mouza Simla, J.L No.16, under Kodalia No-1 Gram Panchayet, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102. The Two lands are situating conjointly with each other.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE NORTH: 6 ft wide Panchayet Road.
ON THE SOUTH: Property of Sitesh Sanyal.
ON THE EAST: 15 ft wide Panchayet Road.
ON THE WEST: Property of Dilip Kumar Mondal & Ors.

The multi-storied building constructed under Kodalia-1 Gram Panchayet, P.S- Chinsurah, Dist- Hooghly, being the land described above according to the plan duly sanctioned by Hooghly Zilla Parishad, on 14-06-2018, vide Memo No : 276/H2P – BP/18-19

The name of the Building is "UTTARAYAN" Apartment, situated at Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712101, West Bengal, India.

THE FLAT/UNIT

ALL THAT one RESIDENTIAL Flat No. , Block No on the Floor , situated at the Building/Apartment named and style "UTTARAYAN" Apartment, containing a CARPET AREA.....(.....) Sq.ft. (more or less, with all rights of used of common areas of building and undivided impartiable proportionate part and share of the land mentioned above hereunder written.

EAST HOOGHLY CONSTRUCTION

Mainak Mondal

(Sri Mainak Mondal)

(Constituted Attorney of Smt. Anima Mondal & Smt. Soumya Mondal)

SCHEDULE "B":

FLOOR PLAN OF THE APARTMENT

As per enclosed Sanctioned Plan.

SCHEDULE "C"

PAYMENT PLAN

The following amount has been paid by the intending Purchaser(s) to the Land owners/Developers:-

1. Booking Amount (During Agreement) -	15%
2. On casting of 2nd floor roof slab of the respective Block	15%
3. On or before casting of top floor slab of the respective block	25%
4. After completion of Brick Work of the said Flat unit	25%
5. Within 7 days of receipt of Notice for possession of the said Flat unit	20%
TOTAL	100%

ADDITIONAL PAYMENTS

- (i) Price, cost, charges and expenses levied by the Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat unit, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans, if any.
- (ii) GST (as per Govt. Rules and Orders).
- (iii) Panchayet tax, Settlement Tax, Betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat unit, the Buildings, the said Property and/or the Project payable to the Owner/Developer.
- (iv) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for

EAST HOOGHLY CONSTRUCTION
Mainsak Mondal

(Sri Mainsak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

their installation, firefighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat unit that may be provided by the Owner/Developer together with proportionate management of maintenance charge of the respective unit with/without Car Parking Space for eight months from the date or quarter of the assessment made by Kodalia No. 1 Gram Panchayet and/or Hooghly Zilla Parishad for the respective block or for the entire complex in the Buildings, the said Property and/or the Project payable to the Owner/Developer.

- (v) Charges for formation of the Association for the Common Purposes payable to the Owner/Developer.
- (vi) In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Developer without raising any objection whatsoever.

DEPOSITS

- (i) Deposit for electric supply/individual meter for the said Flat unit as per actual payable to the electricity supply authority.
- (ii) Deposit for any other item in respect of which payment is to be made by the Purchaser mentioned above of this Schedule Rs. 100/- per Sq. ft. payable to the owner/Developer for transformer/generator for common portions and other amenities in common portions.

The Deposit shall be paid by the Purchaser to the Owner/Developer within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

All Cheques/Demand Drafts/Pay Orders/Banker's Cheques to be issued in favour of "EAST HOOGHLY CONSTRUCTION, PROJECT UTTARAYAN"

SCHEDULE "D":

SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE APARTMENT

- (1) Brick Work: All exterior brick work shall be 8" thick in sand cement mortar as approved by Hooghly Zilla Parishad or the appropriate authority of the Govt. All partition brick wall shall be 5"/3" thick in sand cement mortar.

EAST HOOGHLY CONSTRUCTION
Mainak Mondal

(Sri Mainak Mondal)
(Constituted Attorney of Smt. Anima
Mondal & Smt. Jhumpa Mondal)

- (2) Plaster Work: The outside plaster of the building is 20 mm thick (average) whereas the inside plaster will be 15 mm thick (average) and ceiling plaster is 6 mm in sand cement mortar.
- (3) Living/Dining/Lobby/Passage:
- (a) Floor: Vitrified Tiles.
 - (b) Walls: POP/wall putty with primer.
- (4) Bed Rooms:
- (a) Floor: Vitrified Tile.
 - (b) Walls: POP/ wall putty with primer.
- (5) Kitchen:
- (a) Floor: Marble/floor tiles.
 - (b) Walls: Glazed tiles up to 2'-0" above counter and POP / wall putty with primer on the rest of the wall.
 - (c) Counter: Marble Top with black stone partition.
 - (d) Fitting/Fixtures: Single lever CP fitting, SS Sink, Provision for Kitchen Chimney, electrical point for Microwave and Water Purifier.
- (6) Balcony:
- (a) Floor: Vitrified Tiles.
 - (b) Walls: Exterior part.
- (7) Doors:
- (a) Entrance Doors: Primered Sal wood frame, teak veneer flush door shutters.
 - (b) Internal Doors: Hardwood frame, Primered flush door shutters.
- (8) Windows: Anodized Aluminum sliding shutter.
- (9) Electrical: Switches and copper wiring with miniature circuit breaker.
- (10) Air-Conditioning: Provision for AC fitting in one room.
- (11) Telephone and Internet: Provision will be provided in one bed room and living room.
- (12) Toilets:
- (a) Floor: Ceramic/marble.
 - (b) Walls: wall tiles up to 6'-0" and rest portion POP / wall putty with primer.
 - (c) Fitting/Fixtures: Single lever CP fitting, Basin(in one toilet) & EWC,

Provision for Exhaust fan, White coloured sanitary Fitting, Shower, Provision for Hot and Cold water line in one toilet.

SCHEDULE "E"

SPECIFICATIONS, AMENITIES, FACILITIES ATTACHED WITH THE PROJECT

- (1) General: The Building shall be R.C.C framed structure as per the sanctioned plan of the Hooghly Zilla Parishad or the appropriate authority of the Govt.
- (2) Brick Work: All exterior brick work shall be 8" thick in sand cement mortar as approved by Hooghly Zilla Parishad or the appropriate authority of the Govt. All partition brick wall shall be 5"3" thick in sand cement mortar.
- (3) Plaster Work: The outside plaster of the building is 20 mm thick (average) whereas the inside plaster will be 15 mm thick (average) and ceiling plaster is 6 mm in sand cement mortar.
- (4) Living/Dining/Lobby/Passage:
 - (a) Floor: Vitrified Tiles.
 - (b) Walls: POP/wall putty with primer.
- (5) Bed Rooms:
 - (a) Floor: Vitrified Tile.
 - (b) Walls: POP/ wall putty with primer.
- (6) Kitchen:
 - (a) Floor: Marble/floor tiles.
 - (b) Walls: Glazed tiles up to 2'-0" above counter and POP / wall putty with primer on the rest of the wall.
 - (c) Counter: Marble Top with black stone partition.
 - (d) Fitting/Fixtures: Single lever CP fitting, SS Sink, Provision for Kitchen Chimney, electrical point for Microwave and Water Purifier.
- (7) Balcony:
 - (a) Floor: Vitrified Tiles.
 - (b) Walls: Exterior part.
- (8) Doors:
 - (a) Entrance Doors: Primered Sal wood frame, teak veneer flush door shutters.
 - (b) Internal Doors: Hardwood frame, Primered flush door shutters.
- (9) Widows: Anodized Aluminum sliding shutter.
- (10) Electrical: Switches and copper wiring with miniature circuit breaker.
- (11) Air-Conditioning: Provision for AC fitting in one room.
- (12) Telephone and Internet: Provision will be provided in one bed room and living room.
- (13) Toilets:
 - (a) Floor: Ceramic/marble.
 - (b) Walls: wall tiles up to 6'-0" and rest portion POP / wall putty with primer.
 - (c) Fitting/Fixtures: Single lever CP fitting, Basin(in one toilet) & EWC, Provision for Exhaust fan, White coloured sanitary Fitting, Shower, Provision for Hot and Cold water line in one toilet.
- (14) Lift: Lift room and lift wall.