

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2018.

By and Between

- (i) **M/S GANAPATI NIWAS PVT. LTD, (PAN AABCG9069K)** a company registered under Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its authorized signatory Mr. Harsh Vardhan Kajaria, (PAN-AKBPK6118N) son of Mr. Arun Kumar Kajaria, by faith: Indian, by occupation: Indian residing at 114, REGENT PARK, P.O. REGENT PARK, P.S. NETAJI NAGAR, KOLKATA – 700092 (Aadhar no. 4734 4160 3220) hereinafter referred to as the **“OWNER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns).
- (ii) **ARCHANA PROPERTIES (P) LTD., (PAN AADCA9711E)**, a company incorporated under the provisions of the Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069,, represented by its authorized signatory Mr. Harsh Vardhan Kajaria, (PAN-AKBPK6118N) son of Mr. Arun Kumar Kajaria, by faith: Indian, by occupation: Indian residing at 114, REGENT PARK, P.O. REGENT PARK, P.S. NETAJI NAGAR, KOLKATA – 700092 (Aadhar no. 4734 4160 3220), hereinafter referred to as the **“DEVELOPER”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns)

(The **“Owner”** and **“Developer”** shall hereinafter, collectively, be referred to as the **“Promoters”**)

And

[If the Allottee is a Company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide Partners resolution dated _____ hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and a Partnership).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(Repeat above for Joint Allottees)

[OR]

[If the Allottee is an LLP]

_____ LLP, (PAN _____) a Limited Liability Partnership having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, Aadhar no. _____, PAN _____, duly authorized vide Partners meeting dated _____, hereinafter referred to as the “**ALLOTTEE**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners are partners for the time being of the LLP and/or the Partner’s legal heirs, executors administrators, successors-in-interest and permitted assigns)

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____) hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).

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

DEFINITIONS:

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made d under

the West Bengal Housing industry Regulation Act, 2017;

- (c) **“Regulations”** means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

WHEREAS:

- A. The Owner is the absolute and lawful owner of the property more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto (the **“SAID LAND”**), which was purchased by the Promoters as per the particulars of title of the Said Land as more fully described in the **SECOND SCHEDULE** hereto.
- B. The Owner had desired to and accordingly earmarked the Said Land for the purpose of building a project **“Happy Homes V”** comprising of residential Said Units as also commercial units and also other spaces and common areas (the **“PROJECT”**).
- C. The Owner has entered into an agreement dated the 5th day of November 2018, with the Developer for construction and development of the Project on the Said Land (the **“DEVELOPMENT AGREEMENT”**).
- D. The Developer has made a scheme of constructing and developing the Project in one or more phases, for construction of residential and self-contained commercial units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Project.
- E. The common areas of the Project, inter alia, will have amenities and facilities, some of which are situated within Phase - I (as defined below) being constructed on Phase - I Land (as defined below) and the others are to be situated in other parts of the Project to be built in the remaining phases of the Project on the Said Land, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Phase - I and/or the occupants of the remaining phases of the Project, in due course, as and when they are available for use and enjoyment, depending upon the

progress of the construction and development of the Project on Phase - I Land and/or the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Project are given in the **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).

- F. The Promoters, in due course, are proposing to construct and/or build a building within the Project which is proposed to be used, as and when ready, as a club for use and enjoyment (on “pay by use” basis) of the occupants of flats/units within Phase – I of the Project and/or other/all further phases of the Project, as members of the such club and shall also be available for use of outsiders as outside members of such club. The Allottee shall be required to become a member of the club as and when called for by the Promoters and would also be required to pay membership fee, security deposit and club user charges, as would be then applicable and as maybe so decided by the Promoters.
- G. The Developer has christened the Project to be known as “**HAPPY HOMES ‘ _ ’**”.
- H. The Promoters, at the first instance, demarcated a portion of the Said Land morefully described in **Part - II** of the **FIRST SCHEDULE** hereto (the “**PHASE-I LAND**”) and intends to build and/or construct, as Phase – I of the Project on the Phase – I Land, 231 number of flats in 5 nos. of buildings (the “**PHASE - I**”).
- I. The Promoters caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned vide building plan no. 491/621/KMDA (the “**SAID PLAN**”) and, inter alia, in the Phase – I shall take up construction and development of buildings of Phase – I with provisions for amenities and facilities to be used in common by the occupants of the Phase – I and/or the Project, in due course.
- J. The Promoters has registered Phase – I of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the ___ day of ___, under registration no. _____.

- K. The Allottee has applied for allotment of an Said Unit in the Phase - I/ under development vide application No. [■] dated [■] and has been allotted Said Unit No.[■]having super built-up area of [■] (_____) square feet, more or less, on the[■]floor in the building no. [■] (the “**BUILDING**”) within the Project named “**HAPPY HOMES V**” along with [■]Nos. of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.[■], also along with balcony/Verandah admeasuring approximately [■] square feet and along with Open Terrace [■] having super built-up area of [■] square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Project, which Common Areas is defined in the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the “**SAID UNIT**”) and a floor plan showing the Said Unit in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**”.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to Phase – I of the Project and the other phases including the Project to which this Agreement relates.
- N. The Allottee has been made aware and has unconditionally agreed that the occupants of Said Units in other phases of the Project shall also have complete and unhindered access to all Common Areas, as morefully described in the **THIRD SCHEDULE** hereunder written as also to all amenities and facilities of Phase – I of the Project and/or the Project which are meant or allowed by the Promoters for use and enjoyment by other parties, as the case may be.
- O. The Parties, relying on the confirmations, representations and assurances of each other to

faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the **FOURTH SCHEDULE** herein below.
- 1.2 The Total Price for the Said Unit based on carpet area of ____ sq. ft. as per the definition given in the Act, balcony/varandah area of ____ sq. ft., aggregating to a chargeable / super built-up area of ____ sq. ft. is Rs. ____/- (Rupees ____ only) as per the details given in Part - I of the **FIFTH SCHEDULE**” hereunder written (the **"TOTAL PRICE"**)

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

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Flat/Unit Price:	<i>[Please specify]</i>	<i>[Please specify]</i>

	Flat/Unit no. ____, Block no. ____, Floor ____ a) Cost of Said Unit Flat /unit b) Cost of exclusive balcony or verandah areas c) Cost of Open Terrace areas <hr/>	square feet rate]	total]
	d) covered/open car Parking Space <hr/> <hr/> Sub-Total		
B.	Other Charges: (a) Proportionate share of costs, security deposit, (light + fan) charges and expenses of Generator (only for light and fan) Rs. _____/- per KVA for (___ KVA for 2BHK and ___ KVA for 3BHK) (b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs. 40.00/- per sq. ft. (as per tentative estimation) (c) Proportionate Cost for setting up water filtration plant (d) Allottee's Contribution for becoming member of the Association. (e) Legal/documentation Charges per Said Unit Flat/Unit. Documentation charges exclude registration / Registrar's	(a)_____ (at actuals) (b)_____ (at actuals) (c) Rs. 5/- (Rupees five) per sq. ft. (e) Rs.11,000/- (Rupees Eleven Thousand) only for 2BHK and Rs. 14,000/- (Rupees Fourteen	

	<p>commissioning charges, stamp duty and registration fees, payable extra by the Allottee at actuals</p> <p>(f) Club Charges per Said Unit/Flat/Unit calculated @ Rs. 75/- per sq. ft. + GST (payable when demanded by the Promoters, upon the Club becoming ready for use)</p> <p>(g) Interest Free advance towards maintenance charges of the Common Areas for 12 months @ Rs. 1.50/- per Sq. ft. of the t chargeable/super built-up area of Flat/Unit allotted to the Allottee to be paid as per notice of possession.</p> <hr/> <p>Sub-Total</p>	<p>Thousand) only for 3BHK only</p> <p>(g) _____</p> <hr/>
C	Total GST (Goods and Service Tax)	_____
	Total Price (A + B + C)	

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

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and

- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free deposit for creation of Sinking Fund @ Rs. 10/- per sq. ft. of the Flat/Unit's chargeable/super built-up area.

1.3.2 The Interest Free advance towards Common Area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

1.3.3 The above-mentioned advance Common Area maintenance charges and deposit towards Sinking Fund may, if so decided, be taken by the Promoters in the name of such body as maybe so constituted by the Promoters.

1.3.4 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the total booking amount paid/to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of Rs _____ /- (Rupees _____) whichever is higher.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Phase – I of the Project and/or of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee .

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoters 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 Phase – I of the Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Phase – I of the Project by the authority as per the Act, the same shall not be charged from the Allottee.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in **Part - II** of the **FIFTH SCHEDULE** hereunder written (the “**MANNER OF PAYMENT**”) and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- (iv) The Total Price of Said Unit includes recovery of price of Phase - I land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, exterior finishing with paint, tiles, doors, windows and plumbing, fire detection and fire-fighting equipment in the Common Areas, 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 Said Unit and/or the Phase – I of the Project and or the Project to the extent applicable.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Phase - I is completed. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall also enclose the relevant notification/order/rule/regulation to that effect along with the demand

letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of Phase – I of the Project and/or of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase – I of the Project and or to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.
- 1.6 It is agreed that the Promoters shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities and club facilities as described herein in the **SIXTH SCHEDULE** hereunder (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoters may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.
- 1.7 The Promoters shall confirm to the Allottee the final chargeable/super built-up area of the Said Unit that has been allotted to the Allottee after the construction of the Phase – I of the Project is complete and the occupancy certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the chargeable/super built-up area. The Total Price payable shall be recalculated upon confirmation by the Promoters. If there is reduction in the chargeable / super built-up area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the chargeable / super built-up area, which is not more than 3% (three percent) of the chargeable / super built-up area of the Said Unit Flat/Unit, allotted to the Allottee, as per the next milestone of the **Manner of Payment** as provide in the **Part – II of the FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 10.3 below the Promoters agrees and acknowledges, that the Allottee shall have the right to the Said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Said Unit ;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Project including all phases) from the competent authority as provided in the Act;
- (iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, exterior finishing with paint, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Phase – I of the Project and/or within the Project;
- (iv) The Allottee has the right to visit the project site to access the extent of development of the Phase – I of the Project and the Said Unit, as the case may be.

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

Project and also the other phases of the Project.

- 1.10** The Promoters agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the Payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fails to pay all or any of the outgoings collected by it from the Allottees, the Promoters agrees to be liable, even after the transfer of the Said Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11** The Allottee has paid a sum of Rs. ____ (Rupees _____ only) as part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Manner of Payment** as provide in the **Part – II of the FIFTH SCHEDULE** as may be demanded by the Promoters within 10 days and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which us payable, he shall be liable to pay interest at the rate prescribed in the Rules, not exceeding 15% (fifteen percent) per annum.
- 1.12** It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Developer, the payment of extras as more fully mentioned in **Part – III of the FIFTH SCHEDULE** hereto (the “**EXTRAS**”) as also deposits as more fully mentioned in **Part - IV of the FIFTH SCHEDULE** hereto (the “**INTEREST FREE DEPOSITS**”) shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable and all such payments towards the “Deposits” is to be handed over to the Association after adjustments / deductions from the Extras and Interest Free Deposits by the Developer, if any.

- 1.13** The **Interest Free Deposits** as mentioned in **Part – IV** of the **FIFTH SCHEDULE** hereto shall be held by the Promoters till such time the maintenance and management of the Phase - I is handed over to the association of allottees and will be refunded to the said association after deducting payments due to the Developer.
- 1.14** Until full payment of Extras and Deposits are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment/delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.
- 1.15** The Deposits shall remain in deposit with the Developer on interest free non-refundable basis on the express condition and with irrevocable authority to the Promoters that in the event of any default by the Allottee in making payment of any one or more of the expenses (for which Deposits are taken) within the due time/dates fixed/understood for payment of the same respectively and in the manner required to be paid, then the Promoters and/or its nominee shall in their absolute discretion and without prejudice to other rights and remedies available to the Promoters and/or the nominee of the Promoters and without notice to or consent from the Allottee, the Promoters and/or the nominee of the Promoters shall be entitled to adjust and meet out of the said Deposits the amount/s under default and the Allottee shall pay and make up the said Deposits in full within 7 days from the date of receipt of information about such adjustment and meeting of unpaid liability.
- 1.16** Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras and Deposits shall be paid to and deposited with the Promoters by the Allottee before the Deemed Date Of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Promoters) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of the Extras and Deposits and the Allottee do covenant with the Promoters not to demand actual possession of the Said Unit before making full payment of all the Extras and Deposits besides the Total Price. It is also agreed by the Purchaser that the

Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, panchayat taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.

- 1.17 In case the exact liability on all or any of the heads mentioned under the heading 'Extras and Deposits' cannot be quantified then the payment shall be made by the Allottee according to the Promoters' estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.
- 1.18 Apportionment of liability of the Allottee in respect of any item of expenses towards Extras and Deposits shall be done by the Promoters or the nominee of the Promoters (as the case may be) and every such apportionment shall be final and binding on the Allottee.
- 1.19 The time for making payment of the amounts towards Extras and Deposits (besides the Total Price) is also, inter alia, the essence of this Agreement.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoters within the stipulated time as mentioned in the Manner of Payment mentioned in **Part-II** of the **FIFTH SCHEDULE** hereto and shall also make the payment of "Extras and Deposits" also to Developer in the manner provided in this Agreement through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**Archana Properties (P) Ltd.**" payable at Federal Bank Kolkata.

3. **COMPLIANCE OF LAW RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in

terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoters accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

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

6 CONSTRUCTION OF THE PHASE - I/SAID UNIT:

The Allottee has seen and accepted the proposed layout plan of the Said Unit being **Annexure - A** to this Agreement, the floor plan as also shown in **Annexure-A**, specifications, amenities and facilities of the Said Unit/Phase - I including those concerning the club facilities to be provided within the Project, as mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoters. The Allottee has further accepted the representation of the Promoters that the Promoters shall be entitled to allow and/or permit outside members (i.e. persons who are not occupants of the Project) to use the club facilities on such terms and conditions on payment of such charges and/or subscription as maybe so decided by the Promoters or the Association. The Promoters shall develop the Phase - I in accordance with the said layout plans, floor plans and specifications, amenities and facilities on its own account and also on account of the Promoters as agreed in the Said Agreement. Subject to the terms of this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

7 POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit - The Promoters agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoters assures to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Phase - I in place on the expiry of __ (_____) months from the date of this agreement within a grace period of 6 (six) months from that date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Phase - I (the “**FORCE MAJEURE**”). If, however, the completion of the Phase - I is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters

shall be entitled to extension of time for delivery of possession of the Said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Phase - I due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount from the date of allotment within 90 days from that date. The Promoters shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Promoters (and/or the other two Promoters) and that the Promoters (as also the other two Promoters) shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- I. abnormal increase in the price of building materials;
- II. non-sanction and/or non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority(ies) etc.;
- III. labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
- IV. local problem(s), local disturbance(s), sabotage, disturbances, insurrection, enemy action, embargoes;
- V. war (declared or undeclared), civil commotion, terrorist action, litigation, blockade, bandh, armed conflict, riots, curfew, acts of government;
- VI. any judgment/injunction/interim order and/or any other order of or any restriction(s) imposed by any court of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority;

- VII. any notice, order, rule or notification of/from/by the government and/or any other public/competent/statutory authority and/or any court and/or the Kolkata Municipal Corporation and/or any Governmental Authority;
- VIII. delay due to any application under any of the building rules of the Kolkata Municipal Corporation;
- IX. temporary or permanent interruption and/or failure of any utilities serving the Project and/or necessary in connection with the development thereof;
- X. delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority;
- XI. any delay, obstruction or interference whatsoever in the work of construction resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement;
- XII. any other circumstance beyond the control of the Developer and/or beyond the anticipation of the Developer.

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

7.3 Failure of the Allottee to take Possession of Said Unit - Upon receiving the Notice of Possession from the Promoters, the Allottee shall take possession of the Said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges in the manner provided in this Agreement.

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

7.5 Cancellation by Allottee–

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

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

Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation – The Promoters shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Said Land, on which the Phase – I of the Project and/or the Project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or(ii)due to discontinuance of this business as a Promoters on account of suspension or revocation of registration under the Act; or for any other reason; the Promoters shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from Phase – I of the Project, without prejudice to any other remedy available, to return the total amount received by the Promoters in respect of the Said Unit including compensation in the manner as provided under the Act within ninety days of it becoming due.

8 REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

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

- (i) The Promoters have absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Phase – I of the Project;
- (ii) The Promoters have lawful rights of development of Said Land in the manner agreed in the Said Agreement and the Promoters have the requisite approvals from the competent Authorities to carry out development of Phase – I of the Project and/or of the Project;
- (iii) There are no encumbrances upon the Said Land or on Phase – I of the Project and/or the Project.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Phase – I of the Project and/or the Project and/or the Said Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Phase – I of the Project, Said Land and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase – I of the Project, Said Land, Said Unit and Common Areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Phase – I of the Project and/or the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoters or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Promoters collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages

and/or penalties and other outgoings, whatsoever, payable with respect to the Phase - I to the competent authorities till the possession of the Said Unit or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SIXTH SCHEDULE** hereto) has been handed over to the Allottee and/or the association of allottees, as the case may be.

- (xii) No adverse notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoters or any of them in respect of the Said Land and/or the Phase - I.

9 COVENANTS & RIGHTS OF THE ALLOTTEE

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

- 9.1.1 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 9.1.2 that, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoters or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoters or the Association, as the case may be, failing which the Promoters or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 9.1.3 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be

decided by the Promoters or the Association, as the case be, from time to time in this regard;

- 9.1.4 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoters or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoters or the Association, as the case maybe, from time to time;
- 9.1.5 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Said Unit on and from the deemed Possession Date. However, so long as the Said Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Said Unit and/or Promoters and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoters or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 9.1.6 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Unit in the records of the concerned authorities within a period of three (3) months and shall keep the Promoters indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoters due to non-fulfilment and/or non-observance of this obligation by the Allottee;

- 9.1.7 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters or the Association;
- 9.1.8 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project/Complex, the same shall be in the proportion which the chargeable / super built-up area of the Said Unit bears to the total chargeable / super built-up area of all the Said Units in the Project/Complex;
- 9.1.9 that the Allottee shall ensure that the Association shall grant to the Promoters and the Co-buyers and/or Co-occupiers of the Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 9.1.10 that the Allottee shall use the Said Unit or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the covered/un-covered or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.1.11 that the Allottee agrees that the Promoters and/or the Association, shall have the right of unrestricted access to all Common Areas/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/Complex, and the Allottee agrees to permit the Promoters and/or the Association to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 9.1.12 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Said Unit and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the

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

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

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

9.1.15 that the Allottee hereby also accept not to install any box grill on the verandah or balcony.

9.1.16 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

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

10 EVENT OF DEFAULTS AND CONSEQUENCES:

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

10.1.1 The Promoters fails to provide ready to move in possession of the Said Unit to the Allottee with in the time period specified in Para 8.9 or fails to complete Phase - I within the stipulated time disclosed at the time of registration of Phase - I with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.

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

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

- (i) Stop making further payments to the Promoters as demanded by the Promoters for the Said Unit and also for the Extras and Deposits. If the Allottee stops making payments, the Promoters shall correct the situation by restarting the construction work and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, also towards Extras and Deposits as prescribed in the Rules within forty-five days of receiving the termination notice:

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

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoters as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto or fails to make payment of Extras and Deposits in the manner provided in this Agreement, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount respectively due @15% per annum;
- ii. In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoters may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to the Promoters by the Allottee by deducting the booking amount as mentioned above and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

11. CONVEYANCE OF THE SAID UNIT:

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

12. MAINTENANCE OF THE SAID UNIT/ PHASE – I/PROJECT:

The Promoters shall be responsible to provide and maintain essential services in Phase – I of the Project and/or the Project till the taking over of the maintenance of Phase – I of the Project and/or 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 and/or

persons so designated) of Phase – I of the Project and/or the Project.

12.1 INTERIM MAINTENANCE PERIOD

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

12.1.1. The Promoters shall collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, such as club usage charges and transit/transportation charges etc. if any.

12.1.2 The maintenance and management of Common Areas by the Promoters during the interim maintenance period will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

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

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

12.2 FORMATION OF ASSOCIATION

12.2.1 The Promoters shall, in accordance with Applicable Laws submit and/or cause to be submitted the relevant documents to the competent authority for formation of the association and thereafter call upon the Said Unit owners (and/or a majority of such

owners, as the case may be) to form an association (“**ASSOCIATION**”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for

(i) Formation of the Association, and

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

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

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

liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep the Promoters fully safe, 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 Promoters, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoters, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/Complex to the Promoters, 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 several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoters as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Allottee 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 Promoters to the Association and the Allottee and the Association shall jointly and severally keep the Promoters indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoters to adjust any receivables and/or dues towards Common Charges, Expenses and/or any dues from the Allottee 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 Promoters on account of making such adjustments and/or on account of the Promoters 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 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 Promoters or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and

regulations which may be framed and/or be made applicable to all the unit/flat owners or occupiers of the Building and/or the Project.

- 12.2.7 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.
- 12.2.8 The Allottee also agrees and undertakes to pay all necessary deposits/charges to the Promoters 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 Promoters or the Association, as the case may be, each within such timelines as may be prescribed by the Promoters or the Association, as the case may be.
- 12.2.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoters or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoters 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.
- 12.2.10 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. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per this agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the Deemed Date of Possession or project completion date whichever is earlier, as mentioned herein above of the Said Unit to the Allottee, it shall be

the duty of the Promoters to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoters' failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

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

15. USAGE:

The service areas, if any, within Phase – I of the Project and/or the Project shall be earmarked for purposes as per the Plan sanctioned by the authorities. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as common, and the right to use spaces which shall be reserved either as Limited Common Area or otherwise for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services shall remain with the person/Association, as the case may be, for whom the Limited Common Area is earmarked.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there

to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building of Phase – I of the Project in which the Said Unit is situated is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of Phase – I of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the building of the Phase - I. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit.

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

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

The Parties are entering into this Agreement for the allotment of the Said Unit with full knowledge of all laws, rules, regulations, and notifications applicable to Phase – I of the Project and/or the Project.

18. ADDITIONAL CONSTRUCTION

The Promoters undertakes that it has the right to make additions or to put up additional structure(s) anywhere in Phase – I of the Project and/or 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 this Act.

19. PROMOTERSS SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, (if so directed by Promoters) appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and Phase – I of the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

25. WAIVER NOT LIMITATION TO ENFORCE:

- a. The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one allottee shall not be construed to be a precedent and /or be binding on the Promoters to exercise such discretion in the case of other allottees also.
- b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce hand every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Phase - I, the same shall be the proportion which the super built-up area of the Said Unit bears to the total super built-up area of all the units in the Phase - I.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory, who is the Vendor of the Said Unit, at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoters. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the address mentioned in the Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or any one or more of them to whom such communication is addressed or the Allottee, as the case may be

31. JOINT ALLOTTEES:

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

32. SAVINGS:

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

33. GOVERNING LAW:

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

34. DISPUTE RESOLUTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(PART – I)

(SAID LAND)

ALL THAT the piece and parcel of “Housing Complex” Land measuring 8856.44 Sq. Mt. be the same a little more or less, comprised on LR Dag Nos. – 1508, 1509, 1510 of Mouza – Ramchandrapur, JL No. – 58, LR Khatian No. – 2222 and LR Dag Nos. – 2556 (part) , 2564 (part), 2565, 2566 (part), 2567 (part) of Mouza – Bonhoogly, JL No – 65, LR Khatian No – 6665, Mohan Ghosh Road, Bagher Gholgaria, PS – Sonarpur, District – South 24 Parganas, under the jurisdiction of 24(S) PGS Zilla Parishad..

(PART – II)

(PHASE – I LAND)

ALL THAT a demarcated portion of the land measuring 18623.11 Sq. Mt. be the same a little more or less, comprised on LR Dag Nos. –1511, 1512, 1517, 1518, 1519, 1520, 1521, 1522, 1539, 1540, 1541, 1542, 1543, 1544, 1548, 1549, 1550 of Mouza – Ramchandrapur, JL No. – 58, LR Khatian No. – 2222 and LR Dag Nos. – 2555, 2556 (part), 2557, 2558, 2564 (part), 2565, 2566 (part), 2567 (part) of Mouza – Bonhoogly, JL No – 65, LR Khatian No – 6665, Mohan Ghosh Road, Bagher Gholgaria, PS – Sonarpur, District – South 24 Parganas, under the jurisdiction of 24(S) PGS Zilla Parishad.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

- A. The property situated at, Mouza – Bonhooghly, J.L. No. 55, R.S. Dag No. 2567, corresponding to LR Dag no. 2567, under R.S. Khatian No. 310 under L.R. Khatian no. 6665, measuring about 0.14 acres of “Sali” Land, be the same a little more or less, 50% or half-share in undivided land of the property situated at Mouza – Ramchandrapur, J.L. No. 58, R.S. Dag No. 1355, corresponding to LR Dag no. 1497, under R.S. Khatian No. 338 and L.R. Khatian no. 2222, measuring about 0.255 acres from out of 0.51 acres, 50% or half-share in undivided land at Mouza – Ramchandrapur, J.L. No. 58, R.S. Dag Nos. 1376, 1375, 1379, 1400, 1399, 1377, 1401, 1397, 1368, 1366, 1398, 1367, 1378, 1408, 1406, 1407, 1402, 1369, 1370, 1380, corresponding to L.R. Dag Nos. 1518, 1517, 1521, 1542, 1541, 1519, 1543, 1539, 1510, 1508, 1540, 1509, 1520, 1550, 1548, 1549, 1544, 1511, 1512, 1522 under R.S. Khatian Nos. 383, 390, 383, 386, 391, 743, 475, 392, 257, 744, 303, 387, 541, 466, 505, 421, 390, 391, 386, corresponding to L.R. Khatian no. 2222 measuring about 2.1925 acres (50% of 4.3850 acres) of “Sali” Land; 50% or half-share in undivided land at Mouza – Bonhooghly, J.L. No. 55, L.R. Dag Nos. 2564, 2555, 2556, 2557, 2558, 2566, under L.R. Khatian Nos. 88, 307, 322, 354, measuring about 0.5556 acres (50% of 1.1112 acres) of land, all aggregating to a total of 3.1431 acres of Land, be same a little more or less of the property belonged to one Smt. Usha Gupta, wife of Banwarilal Gupta was purchased by M/s Ganapati Niwas Pvt. Ltd. from the said Smt. Usha Gupta by a deed of conveyance dated 3rd October, 2008 (admitted to registration on 18/02/2010) for the valuable consideration mentioned therein and the said deed of conveyance was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. I, Volume No. 4, Pages 4966 to 4933, Being No.1442 for the year 2010.
- B. The property situated at Mouza – Ramchandrapur, being 50% or half-share in undivided land of R.S. Dag Nos. 1376, 1375, 1379, 1400, 1399, 1377, 1401, 1397, 1368, 1366, 1398, 1367, 1378, 1408, 1406, 1407, 1402, 1369, 1370, 1380, corresponding to L.R. dag nos. 1518, 1517, 1521, 1542, 1541, 1519, 1543, 1539, 1510, 1508, 1540, 1509, 1520, 1550, 1548, 1549, 1544, 1511, 1512 and 1522, under R.S. Khatian Nos. 383, 390, 383, 386, 391, 743, 475, 392, 257, 744, 303, 387, 541, 466, 505, 421, 390, 391, 386,

corresponding to L.R. Khatian no. 2222, J.L. No. 58, measuring about 2.1925 acres (50% of 4.3850 acres) of "Sali" Land, the property being 50% or half-share in undivided land at Mouza – Bonhooghly, J.L. No. 55, L.R. Dag Nos. 2564, 2555, 2556, 2557, 2558, 2566, under L.R. Khatian Nos. 88, 307, 322, 354, measuring about 0.5556 acres (50% of 1.1112 acres) of "Sali" Land, aggregating to a total of 2.7481 acres land, be the same a little more or less of the property belonged to one Smt. Shukla Agarwal alias Gupta, wife of Swaroop Lal Agarwal, was purchased by M/s Ganapati Niwas Pvt. Ltd. from the said Smt. Shukla Agarwal alias Gupta by a deed of conveyance dated 3rd October, 2008 (admitted to registration on 18/02/2010) for the valuable consideration mentioned therein and the said deed was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. 1, Volume No. 4, Pages 4994 to 5020, Being No.1443 for the year 2010.

C. The property situated at Mouza – Ramchandrapur and Bonhooghly, at J.L. No. 58 and 65, R.S. Dag Nos. 1355, 2565, 2564, under Khatian Nos. 338, 560, 88, measuring about 1.62 1/2 acres, be same a little more or less of the property belonged to one Shri Yogesh Agarwal alias Jagadish Agarwal, son of late Kishore Chand Agarwal, was purchased by M/s Ganapati Niwas Pvt. Ltd. by a deed of conveyance dated 3rd October, 2008 (admitted for registration on 18/02/2010) for the valuable consideration mentioned therein and the said deed was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. 1, Volume No. 4, Pages 5021 to 5037, Being No.1444 for the year 2010.

D. The said M/s Ganapati Niwas Pvt. Ltd. consolidated the abovementioned parcels of land as mentioned in A, B and C above, by virtue of which the Owner's total holding became 7.52 acres, which is the Said Land herein.

E. The said M/S Ganapati Niwas Pvt. Ltd. (the Owner herein) duly caused the Said Land to be mutated in its name in the records of the B.L. & L.R.O. and after mutation was allotted Khatian being Nos. 6665 and 2222, and also got the Said Land converted to "Housing Complex" under the relevant laws.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Said Unit)

ALL THAT the flat/unit no. ____, Block no. ____, having carpet area of ____ sq. ft. as per the definition given in the Act, balcony/varandah area ____ sq. ft. aggregating to a chargeable area of ____ sq. ft. and together with ____ nos. of open/covered car parking space situated on the ground floor, all situated within the Phase - I and delineated on the plan annexed hereto and bordered in colour "**BROWN**" thereon on the plan annexed being **Annexure-A** hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the building of the Phase – I **AND TOGETHER WITH** rights appurtenant thereto

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Total Price)

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

(PART – II)
(Manner of Payment)

	Payment Schedule	Percentage of total payment to be made
1.	Money paid with Application	51000.00
2.	On or before execution of this Agreement Booking Amount	20%
3.	On completion of foundation	10%
4.	On completion of 1st floor casting	10%
5.	On completion of 2 nd floor casting	10%
6.	On completion of 3 rd floor casting	10%
7.	On completion of 5 th floor casting	10%
8.	On Completion of 6 th floor casting	10%
9.	On completion of brickwork of unit	10%
10	On completion of flooring	5%
.		
12	On completion of handing over the flat	5%
.		
	T o t a l :	100%

(PART – III)
(Extras)

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/shops/saleable spaces in the Phase - I in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Promoters to the Allotte, the Promoters shall not be liable for any

interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Promoters to the Allottee.

- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Promoters.
- (iii) The Allottee shall also pay to the Promoters the following;
 - (a) Proportionate share of costs charges and expenses for consulting, obtaining, installation of Transformer (in any installation) with allied equipment, switches accessories and materials calculated at the Estimated rate of Rs. 40 /- (Rupees Forty) only or on Actuals as certified by Promoter per square foot of the super built-up area of the Said Unit."
 - (b) Cost of generator and its installation charges together with its fixtures and fittings. Tentative/ Estimated Rs. 30.00 per sq. ft. or on Actuals as certified by Promoters.
 - (c) Costs for providing MS Grill for the Windows at actual, if required.
 - (d) Proportionate reimbursement of the insurance premium payable for the building/Project.
 - (e) GST as applicable and other similar levy as would be payable and applicable.
 - (f) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
 - (g) Legal/documentation Charges @ Rs. 11,000/- for the 2BHK Unit or Rs 14000.00 for 3BHK per Unit.
 - (h) Towards cost of water filtration plant @ Rs. 5.00 per sq. ft.
 - (i) Stamp Duty/Registration Charges/Incidental Expenses.
 - (j) Any other expenses on this account as may be so applicable and/or so mutually agreed.

(PART – IV)

(Interest free Deposit)

(On the basis of per square feet of super built-up area of the Said Unit)

1. Deposits towards Municipal and other Rates and Taxes and outgoings @ Rs. 10.00
2. Towards Maintenance Deposit Charges of Flat @ Rs.1.50/- per sq. ft for 12 months. as described herein
3. Deposit for Corpus fund @ Rs. 10.00/- (Rupees Ten only).

Notes:

1. The Extra charges and the deposits will be payable within 15 days or from the date of such demand by the Promoters in the manner as the Promoters so decides.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Specifications, Amenities and Facilities)**

STRUCTURE RCC	Framed Structure.
FLOORS	Tiles
DOOR	Quality Wooden Frames and Solid Core Flush Shutters, Decorative Main Door Shutters.
WINDOWS	Aluminium sliding Windows.
STAIR CASE	Stone Finished.
KITCHEN	Kitchen top Granite and Ceramic Tiles above 2 ft. of working platform with Stainless Steel Sink.
TOILET	Ceramic Tiles, Dado upto 6 feet height, Provision for Hot & Cold Water Supply System, European Style WC elegant C.P. fittings of Marc or Equivalent Sanitary ware: Cera/ Equivalent Make.
INTERIOR FINISH	Smooth Finish Plaster of Paris on Walls.
OUTER FINISH	Cement Plastered painted with durable weatherproof Paint.

ELECTRICAL

Copper Wire in concealed conduits. Sufficient Light, Fan, Plug point in all Bed Rooms, in Living and dining rooms.

LIFTS

Kone or equivalent make.

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tube-well, if any,

5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.
8. Pump House,
9. Fire Fighting System as stipulated by Fire Directorate, Govt. of West Bengal including Water Tank if any.
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,
13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
15. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way

of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS AND OTHER OBLIGATIONS)

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

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

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

clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

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

- (xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Maintenance Company and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Maintenance Company and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- (xxviii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- (xxix) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- (xxx) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses then the Developer and/or the Maintenance Company or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Maintenance Company or the Association as the case may be, for all such amounts falling due together with interest;
- (xxxi) In case the Developer and/or Maintenance Company and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer, Maintenance Company and/or Association and also interest at the rate of and $\frac{1}{2}$ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and seals at _____ in the presence of attesting witness, signing as such on the day month and year above written.

**SIGNED AND DELIVERED BY
THE WITHIN NAMED:**

Promoters:

Signature (Authorized Signatory):

Name:

Address:

At _____ on _____ in the presence of:

WITNESSES:

Signature:

Signature

Name:

Name

Address:

Address

**SIGNED AND DELIVERED
BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature:

Signature

Name:

Name

Address:

Address

At _____ on _____ in the presence of:

WITNESSES:

Signature:

Signature

Name:

Name

Address:

Address