

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of , Two Thousand Twenty Four
(2024).

Contd.....

AMONGST

(1). NEGUS SERVICES PRIVATE LIMITED [PAN No. AABCN5422D], a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. G.P.O, P.S. Hare street, Kolkata – 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal and

(2). "WITHAL SERVICES PRIVATE LIMITED", (PAN-AAACW4481E), a company incorporated under the Companies Act. 1956, having its Regd. Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. - GPO, P.S.- Hare Street, Kolkata 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal,

(3) MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702], son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal

hereinafter called the **"OWNERS"** (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

The land owner No. 1 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 **bearing Deed No, 13186 of the year 2022.**

The land owner No. 2 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No, 13187 of the year 2022.**

The land owner No. 3 is represented by its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 bearing Deed No, 13185 of the year 2022.

AND

NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of MojambariMolla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the **SECOND PART**.

A N D

xx, - hereinafter called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **THIRD PART**.

DEFINITIONS -

- 1.1 **"Architect"** shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.2 **Allotment/Agreement For Sale** – shall mean the provisional allotment letter and/or this Agreement for sale of the Apartment.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the **Purchaser/Purchaser** in various buildings/phase of entire housing complex where each such associate or any other legal entity, as the case may be, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.
- 1.4 **Block/Tower** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5 **Association of Purchasers'** means a collective body of the **Purchaser** of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the **Purchaser/Purchasers**.
- 1.6 **Built up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.7 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3 and future proposed buildings Projects/Phases including the Completed Phases. Future extensions to this Complex will merge and integrate and become part of this Complex.
- 1.8 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY Block E** in the Plan.
- 1.9 **Carpet Area** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the **Purchaser/Purchaser** or verandah area and exclusive

open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit meant for the exclusive use of the Purchaser/Purchaser, but includes the internal partition walls of the Unit.

- 1.10 **Proportionate Share** will be fixed on the basis of the area of the Unit purchased in proportion to the area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Purchaser/Purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.11 **Phase of a Real Estate Project** means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.
- 1.12 **Super Built up Area/ Chargeable Area/Salable area for Maintenance** will be the built up Area and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair- cases, landings, stair covers, Community Hall, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features if provided etc. as agreed between the Owners/Promoters and Purchaser/Purchaser in this agreement of Sale for which proportionate cost has been collected from the **Purchaser/Purchaser**.
- 1.13 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.
- 1.14 **THE ACT**: The ACT Means WBREERA ACT, 2016 and the project is already registered under WBREERA ACT being project registration number _____ dated _____
- 1.15 **THE SANCTION PLAN**: The sanction plan means the building Plan sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 10.03.2025** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 20.03.2025** by virtue of **Approval Order No. 552/RPS dated 20.03.2025**

BACKGROUND OF THE OWNERSHIP:

C

DESCRIPTION OF THE PROJECT

- A. The said land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**SUNSHINE GREEN CITY**" with the object of using for Apartments.
- B. The promoter / Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- C. The RAJARHAT PANCHAYET SAMITY has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- D. The Promoter has obtained the final layout plan approvals for the Project from RAJARHAT PANCHAYET SAMITY. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- F. The **Developer** herein have invited offers to sell one residential **Flat being no. _____, on the _____ Floor, Block - E**, containing a salable area of _____ **Sq. ft.** equivalent to _____ **sq. ft.** Covered area equivalent to _____ **sq.ft.** **Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms**, **1** Drawing cum Dining Space, **1** open Kitchen, **2** Toilets and **1** **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. _____/- (Rupees _____) only** per sq.ft. i.e. the total consideration price of the flat is **Rs. _____/- (Rupees _____) only** and the price of the car parking space is **Rs. _____/- (Rupees _____) only** i.e. the consideration price of the flat alongwith Car Parking Space is **Rs. _____/- (Rupees _____) only** exclusive GST and **including GST @ 5%** (Rs. _____/-) the total price of the Flat alongwith car parking space is **Rs. _____/- (Rupees _____) only** and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' & 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972
- G. The Allottee /Purchaser had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule D and the floor plan of the apartment is annexed hereto and marked as Schedule D);
- H. **AND WHEREAS** the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and **is** fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **FLAT ALONGWITH CAR PARKING SPACE** being the fair market price and the **Purchasers** approached the **Developer** for purchase of the mentioned residential **FLAT ALONGWITH CAR PARKING SPACE** at or for the consideration of **Rs. _____/- (Rupees _____) only** including the price of **FLAT ALONGWITH CAR PARKING SPACE** all are including GST.
- I. **AND WHEREAS** the **Developer** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **FLAT ALONGWITH CAR PARKING SPACE** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'F' & 'G'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **FLAT ALONGWITH CAR PARKING SPACE** more fully described in **Schedule 'E'** written hereunder in favour of the **Purchasers**.
- J. **AND WHEREAS** at the request of the **Purchasers**, the **Owners / Vendors** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. _____, on the _____ Floor, Block - E**, containing a salable area of _____ **Sq. ft.** equivalent to _____ **sq. ft.** Covered area equivalent to _____ **sq.ft.** **Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms**, **1** Drawing cum Dining Space,

1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. _____/- (Rupees _____) only** per sq.ft. i.e. the total consideration price of the flat is **Rs. _____/- (Rupees _____) only** and the price of the car parking space is **Rs. _____/- (Rupees _____) only** i.e. the consideration price of the flat alongwith Car Parking Space is **Rs. _____/- (Rupees _____) only** exclusive GST and **including GST @ 5%** (Rs. _____/-) the total price of the Flat alongwith car parking space is **Rs. _____/- (Rupees _____) only** and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' & 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

K. The Purchasers / Purchasers have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

i) The Purchaser/Purchasers have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

ii) The Title of the Owner in respect of the Premises.

iii) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;

iv) The Covered Area of the Said Apartment;

v) The Specifications and common Portions of the Project; and

vi) The respective rights interest and entitlements of the Owner and the Purchaser/Purchases under this Agreement for Sale;

vii) Cost of extra development charges and other charges;

viii) The Purchaser/Purchasers shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.

L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project; 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 in on the terms and conditions appearing hereinafter.

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Purchaser/Purchasers hereby agree to purchase the abovementioned flat as specified in **schedule - E**.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to Purchaser/Purchasers hereby agree to purchase, the Apartment as specified in schedule - E.

1.2 *The Total Price for the FLAT ALONGWIH CAR PARKING SPACE based on the Salable area as mentioned below .*

(a) Flat No. _____, Block No. E _____ Floor Facing _____ Total Salable Area _____ sq.ft. Total Covered Area _____ sq.ft. Total Carpet Area _____ sq.ft.	Price of Flat @ Rs. _____/- per sq.ft.: Rs. _____/- only
(b) Price of Car Parking Space of 135 built up area	Rs. _____/-
(c) Total Unit Price including GST @5%	Rs. _____/- only
(d) Legal Charges	Rs. _____/- only
(f) Advance Maintenance Charges @ Rs. 2.50/- per sq.ft. (For Six Months)	Rs. _____/- only

More fully mention in Para-2 of the Payment Plan **(Schedule-G)** hereinafter.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The total price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for

water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of ' _____ ' payable at _____.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

4. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

5. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned 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 Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within 31.12.2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on

part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

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

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

8. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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

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

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

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

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

(i) In case the Allottee fails to make payments for TWO consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

10. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

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

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

11. DEFECT LIABILITY

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

12. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the SUNSHINE GREEN CITY, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of

the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

19. APARTMENT OWNERSHIP ACT

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

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from

the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

29. NOTICES

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

_____ Name of Allottee
 _____ (Allottee Address)
 M/s _____ Promoter name
 _____ (Promoter Address)

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

30. JOINT ALLOTTEES

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

31. 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 laws of India for the time being in force.

32. 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.

34. SAVINGS:

Any Application Letter, Allotment Letter, Agreement, or any other Document signed by the Allottees / Purchasers in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the Allottees / Purchasers under the Agreement for Sale of under the Act or the rules or the regulations made there under.

35.FORCE MAJURE

- a) In the event of any delay by the **Developer** any of **its** obligations herein due to Force Majure or reasons beyond the control or reasonable estimation of any of the **Developer** and then in that event the time for relevant matter shall stand suitably extended. The **Developer** shall not be liable for refund or for any interest or damages in case of delay, if any. The causes of force majeure shall have direct impact in the project site.
- b) Force Majeure shall include natural calamities, Act of God, pandemic like Covid 19, flood, drought, tidal waves, earthquake, riot, war, cyclone, storm, tempest and/or any circumstances beyond the control or reasonable estimation of the **Developer**.

36.CONVEYANCE OF THE SAID FLAT ALONGWIH CAR PARKING SPACE:

The Owner/ Vendor on receipt of Total Price of the FLAT ALONGWIH CAR PARKING SPACE as per payment schedule under the Agreement from the Purchasers, shall execute a Conveyance Deed and convey the title of the FLAT ALONGWIH CAR PARKING SPACE together with proportionate indivisible share in the Common Areas.

However, in case the Purchasers fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchasers authorize the developer to withhold registration of the Conveyance Deed in their favour till payment of stamp duty and registration charges to the developer is made by the Purchasers.

The developer's appointed Advocate MR. ARNAB KUMAR DAS, District and Session Judges Court Barasat, (Chamber Address : 344/1, Netaji Colony, Kolkata 700090) will do the total registration work on behalf of both the parties and the Purchasers will bear the total expenses regarding registration as mentioned below:

1) At the time of registration of Sale Agreement : (if required)

- a) Legal & Documentation Charges: 15,000/-
- b) Stamp Duty and Registration Fees : Payable as per E-Assessment Slip Generated from wbreistration.gov.in website

2) At the time of registration of Sale Deed :

- a) i) Legal & Documentation Charges: Rs. 15,000/- (if sale agreement was previously registered)
- ii) Legal & Documentations Charges : Rs. 30,000/- (if sale agreement was not previously registered)
- b) Stamp duty and Registration Fees : Payable as per E-Assessment Slip Generated from wbreistration.gov.in website

All Stamp Duty and registration fees on execution and registration of Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental

to registration shall be paid by the Purchaser/s and shall be deposited with the Advocate who alone shall prepare the Draft Deed of conveyance. The Purchaser/s has / have agreed to accept the same. The Advocate shall be entitled to make such changes, additions, alterations or modifications before the execution of the Deed of conveyance on confirmation by these Purchasers.

37. OWNERS / DEVELOPER COVENANT

AND WHEREAS the **Owner / Developer** herein do hereby undertakes, confirms and assures the **Purchasers** and covenant as under :-

- a). That the **Owner / Developer** are the absolute owner of the property and is lawfully entitled to convey and transfer this property unto the Purchasers;
- b). That no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). That the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the vendor shall forthwith pay the same to the appropriate authorities.

38. PURCHASERS'S COVENANT

At or before the execution of this Agreement the **Purchasers** hereby confirms that she is signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the **Purchasers** hereby confirms that **she is** fully **satisfied herself** with the following :-

- (a) That the right of the **Purchasers** shall remain restricted to the said **residential FLAT ALONGWIH CAR PARKING SPACE** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule 'E' and 'F'** hereunder.
- (b) That the said residential **FLAT ALONGWIH CAR PARKING SPACE** shall always be used by the **Purchasers** only for the purpose of residential.
- (c) That at the time of registration of the subject **FLAT ALONGWIH CAR PARKING SPACE**, the **Purchasers** shall keep a sum of Rs. **10,000/- (Rupees Ten Thousand only) + GST** with the Developer as Interest Free Security Deposit for observing and performing the covenants as to the outgoing and maintenance. After formation of the Association of the Flat Owners' the Developer shall refund remains unutilized the abovementioned **Interest Free Security Deposit** to the **Association of the Flat Owners' without Interest**.
- (d) The **Purchasers will** pay maintenance charges per month@ **Rs. 2.50/- + GST** per sq.ft in respect of super built up area of **their residential FLAT ALONGWIH CAR PARKING SPACE**. The Maintenance Charge shall become payable from the Possession Date.
- (e) As the government is currently charging 1% GST on the category of FLAT ALONGWIH CAR PARKING SPACE, now the **Purchasers** have to pay 1% GST to the government but if the government increases the percentage of GST in future, then the Purchasers will be liable to pay that percentage GST.

- (f) The **Purchaser** shall pay the user charges of the Community Hall for use of facilities at the Said Community Hall for purpose of the special occasion of the **Purchaser**, as determined by the **Developer /Owner's Association**.
- (g) That the **Purchasers** and other owners / occupiers of the said building and with the consent of the **Developer** shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.
- (h) Co - operate - with the **Developer** in the management and maintenance of the premises and formation of the association.
- (i) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- (j) The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Purchasers** and occupier thereof, shall be paid by the said Society, Association.
- (k) The **Purchasers** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.
- (l) The **Purchasers** shall be liable to make payment of the Service tax, Gst, Panchayet taxes and outgoings in respect of **their residential FLAT ALONGWIH CAR PARKING SPACE** in full.
- (m) The **Purchasers** shall have the absolute right to mutate **their** names before local Gram Panchayet and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential FLAT ALONGWIH CAR PARKING SPACE** of the said building shall not be separately assessed for taxes, the **Purchasers** shall pay to the **Developer** a proportionate share of the Panchayet Taxes, water tax of any in respect of **their residential FLAT ALONGWIH CAR PARKING SPACE** of the building.
- (n) To permit the **Developer** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the **Purchasers** to check / view and examine the state and condition on the said space and **their** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.
- (o) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.

- (p) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.
- (q) To keep the internal portion of the said **residential FLAT ALONGWIH CAR PARKING SPACE** and every part thereof in good condition so as the support other supporting parts of the building.
- (r) Not to make any addition or alteration in structural work of the **FLAT ALONGWIH CAR PARKING SPACE** except with the prior written approval and sanction of the local Gram Panchayet or any other appropriate authority/s.
- (s) Not to change the Colour of the front as well as outer portion as well as verandah portion of the **FLAT ALONGWIH CAR PARKING SPACE** except with the prior written approval of the **Developer / Association**.
- (t) Not to install any covering grill in the Balcony or in the outside window of the **Flat** except with the prior written approval of the **Developer** and as per design and specifications approved by the **Developer**.
- (u) Not to decorate the exterior of the building outside than in the manner agreed by the **Owner / Developer** in writing or in the manner as near as may be in which it was previously decorated.
- (v) Not to commit or permit to be committed any alteration or changes in pipes conduits and other fixtures and fittings services of the building and the said unit.
- (w) Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.
- (x) Not to keep any inflammable goods in the said unit except cooking Gas.
- (y) Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building.
- (z) Not to raise any objection in respect of amenities / facilities provided by the **Developer** in the said building Complex.
- (aa) Not to do any act, deed or thing whereby the **Owner /Developer** is prevented from selling, assigning or disposing off any other portion or portions of which the **Owner / Developer** are the only absolute owner, in the said building.
- (bb) To use in common with occupiers and owners of other flats of the building the common areas and facilities as described in the **Schedule 'F' & 'G'** hereinafter written.
- (cc) To pay for electricity and other utilities consumed in or relating to the said unit.
- (dd) Neither claim any benefit nor oppose to any construction / extension, if made, of the said building by **Owners / Developer**.
- (ee) Not to raise any objection in respect of the Extra charges borne by the **Developer** for completing Extra work as per the choice of the **Purchasers**.

- (ff) The **Purchasers** shall pay to the concerned Electricity department for installation of **their** individual electric meter.
- (gg) Not to claim any right over and in respect of the covered area and common passage on the ground Floor of the said building containing the said Unit or the land open to sky and comprised in the said building and complex (unless otherwise expressly mentioned herein and agreed to be hereby granted to the Purchasers) and also not to claim any Ownership right in the common road of the general people who are residing and who will be residing in the adjacent plot / s of the building namely **SUNSHINE GREEN CITY** and roof and the parapet wall of the building and also not to obstruct any development or additional or further construction which may be made thereon or in any part thereof by the **Developer** or under its authority by the **Developer** or any other concern as may be agreed upon by the **Developer**.
- (hh) To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said unit with materials and utilities.
- (ii) The **Purchasers** undertake and covenants with the **Developer** not to raise any requisition or objection regarding the installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).
- (jj) All Unit Purchasers at the Township Project shall be known as **SUNSHINE GREEN CITY** shall have common easement rights and all the Unit owners of and in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Community Hall) comprised the entire project, for which the **Purchasers** shall not raise any objection of whatsoever nature.

39.PURCHASERS'S INDEMNITY

- (a) The proportionate share of the Purchasers in various matter referred herein shall be such as be determined by the Architect of the Developer and Purchasers shall be bound to accept the same notwithstanding the minor variations therein.
- (b) The undivided share in the premises and the common areas and installations shall be worked out on the basis of the proportion of the salable area.
- (c) The **Purchasers** understands & acknowledges that, during the course of construction of Township Project shall be known as '**SUNSHINE GREEN CITY**' certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **Developer**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Developer** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by the **Developer**, the Architect or governmental authorities at '**SUNSHINE GREEN CITY**' are hereby authorized by the **Purchasers**.
- (d) The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and salable areas of all Flats and Flat units and other such matters regarding construction shall be final and binding on the **Purchasers**.

(e) Co - operate - with the **Developer** in the management and maintenance of the premises and formation of the association.

(f) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

(g) Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.

(h) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.

(i) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Township Project.

(j) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.

(k) Save the right of acquire the said Unit and making habitable the same, the **Purchasers** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Block / Phase and the said property/ Township Project and spaces save and except the common portions.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Land and Property of M/S Negus Services Pvt. Ltd.)

THAT piece or parcel of Bastu land measuring an area of **64.65 (Sixty Four point Sixty Five) decimal** equivalent to **39 (Thirty Nine) Katha 01 (One) Chitak 37 (Thirty Seven) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3841, 3843, 3848, 4097, 4100, 4101 and 4109** and under R.S. Khatian no. 33, L.R. Khatian Nos. 157, 759, 1950, 3400, 4248, 8786 and 10030, new **L.R. Khatian Nos. 10967 and 11108**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by:

ON THE NORTH	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3848 (P), 3843 (P), 3840 (P)
ON THE SOUTH	R.S. & L.R. Dag no. 3836, 4097 (P), 4111, 4118, 4119
ON THE EAST	R.S. & L.R. Dag no. 3836, 4106, 4107, 4120
ON THE WEST	R.S. & L.R. Dag no. 3837, 3850, 4098, 4110

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Land and Property of M/S Withal Services Pvt. Ltd.)

ALL THAT piece or parcel of Bastu land measuring an area of **173.11 (One Hundred Seventy Three point Eleven) decimal** equivalent to **104 (One Hundred and Four) Katha 11 (Eleven) Chitak 32 (Thirty Two) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4097, 4100, 4101, 4110, 4111, 4112 and 4113**, and under and

under L.R. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2210, 2634, 2761, 3265, 8602, 8882 and 10030, new **L.R. Khatian Nos. 10968, 11086, 11723, 11871, 11989 and 12120**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by :-

ON THE NORTH	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3847, 3845, 3838, 3836, 3846 (P)
ON THE SOUTH	R.S. & L.R. Dag no. 4096, 4112 (P), 4114, 4110 (P), 4101 (P)
ON THE EAST	R.S. & L.R. Dag no. 4102, 4101 (P), 4108, 4109, 4118
ON THE WEST	R.S. & L.R. Dag no. 3838, 3845, 3846 (P), 3850, 3841 (P), 3842 (P), 4100 (P), 4018, 4096, 4112 (P), 4113 (P), 4114

SCHEDULE "C" ABOVE REFERRED TO

(Description of the Land and Property of Mr. Manoj Kumar Budhia)

ALL THAT piece or parcel of Sali land measuring an area of **3 (Three) Satak/decimal equivalent to 01 (One) Katha 13 (Thirteen) Chitak 02 (Two) Sq. Ft.** more or less, comprised in **R.S. & L.R. Dag Nos. 4100**, under **L.R. Khatian No. 11949 and 11948**, new **L.R. Khatian No. 12382**, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, being butted and bounded by:-

ON THE NORTH	R.S. & L.R. Dag no. 3848
ON THE SOUTH	R.S. & L.R. Dag no. 4111
ON THE EAST	R.S. & L.R. Dag no. 4100 (P)
ON THE WEST	R.S. & L.R. Dag no. 4097

SCHEDULE "D" ABOVE REFERRED TO – PART - I

(Description of the Area of Land of Block – E As per Deed)

ALL THAT a piece or parcel of **Bastu** land measuring an area of **33 K – 9 CH – 2 SQ.FT.** out of total land measuring 240.76 Decimal equivalent to 143 Katha 12 Chitak 39 sq.ft. mentioned in the Schedule 'A', 'B' & 'C' together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3843, 3848, 4100, 4097** new **L.R. Khatian Nos. 11108, 10968, 12382 and 11086**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal

SCHEDULE "D" ABOVE REFERRED TO – PART - II

(Description of the Constructed Area of Block – E As per sanctioned plan)

ALL THAT a piece or parcel of **Bastu** land measuring an area of **14.95** decimals equivalent to **9.064 cottahs** out of total land measuring **33 K – 9 CH – 2 SQ.FT.** as mentioned in the schedule 'D' – Part – I above together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3843, 3848, 4100, 4097** new **L.R. Khatian Nos. 11108, 10968, 12382 and 11086**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	16ft Common Passage
ON THE SOUTH	30 feet common passage
ON THE EAST	16 feet common passage
ON THE WEST	30 ft Common Passage

THE SCHEDULE 'E' REFERRED TO
(Flat and car parking space are hereby conveyed)
PART - I (The Flat)

ALL THAT a residential Flat being no. _____, on the _____ Floor, Block - E, containing a super built up area of _____ Sq. ft. equivalent to _____ sq.ft. covered area equivalent to _____ sq.ft. Carpet area excluding Balcony area, Balcony area is measuring about _____ sq.ft. Total Carpet area including Balcony Area is measuring about _____ sq.ft. be the same a little more or less consisting of **3 Bed Rooms**, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and **1 Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A', 'B', 'C', 'D' & 'G'** hereinabove written.

AND

(Car Parking Space hereby conveyed)
PART - II

ALL THAT one covered **Car Parking Space** measuring **135 (One Hundred and Thirty Five) Sq. ft.** more or less on the **Ground Floor** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**.

THE SCHEDULE 'F' ABOVE REFERRED TO
(Construction and finishing Specification)

1	Structure	RCC Pile foundation.
2	Walls	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively. Brick walls with internal pop finish and external weather proof paint.
3	Flooring	Vitrified tiles in the inside flat. Marble / kota / tiles in the staircase & lobby.
4	Doors	Wooden frames with flash door.
5	Windows	Anodized Aluminum sliding windows with clear glass.
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
7	Toilets	Glazed tiles upto door height, hot & cold water point with Jaguar/Essel made C.P. fittings.
8	Electric	Concealed wiring with copper wire and branded switches of Roma Anchor / Havells / Philips. Exhaust and geyser points in appropriate locations.

The developer will provide one A.C. point in master bed room, one geyser point in bathroom and one exhaust point in kitchen at his own cost. The other A.C. Points in other rooms must be chargeable and the Purchaser will pay the said cost at the time of electrical works of the said flat

Extra Work : If any extra work be made by instance of the **Purchaser** the charges for the said works will be paid to the **Developer** by the **Purchaser** herein.

THE SCHEDULE 'G' ABOVE REFERRED TO
COMMON AREAS COMMON TO THE CO-OWNER
PART - I

1. Open and / or paths and passages.
2. Space / room for water pump with motor and overhead water tank.
3. Staircase lobby and landing.

4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.
7. Swimming pool.
8. Community Hall.
9. Generator.
10. Electric Bus service alongwith EV Charging Station.

COMMON INSTALLATION COMMON TO THE CO-OWNER

PART - II

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayet duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

(Common Expenses)

PART - III

1. MAINTAINENCE : The **Purchasers** shall pay **Rs. 2.50/-** + GST per sq.ft. in respect of super built up area of **their FLAT ALONGWITH CAR PARKING SPACE** as maintenance charge. The **Purchasers** shall pay to the **Developer** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.

The Maintenance charges paid by the **FLAT ALONGWITH CAR PARKING SPACE** owners for the following purposes:

- The expenses of re-maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.
- The costs of maintaining and re-decorating the exterior of the building.
- The costs and expenses for running operations and maintaining water pump, electric motors etc.
- The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
- The costs of working and maintenance of other lights and services charges.
- The proportionate rates and outgoings in respect of the said residential **FLAT ALONGWITH CAR PARKING SPACE** which is otherwise to be borne and paid by its owners.
- Maintenance of regular water supply to the flats.

2. OPERATION : All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.

3. STAFF : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

4. ASSOCIATION : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

5. RESERVES : All creating of fund for replacement renovation and / or other periodic expenses.

6. INSURANCE : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

7. OTHERS : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

THE SCHEDULE 'H' ABOVE REFERRED TO
'AGREED CONSIDERATION'

PART - I

(a) Flat No. _____, Block No. E _____ Floor Facing _____ Total Super built up Area _____ sq.ft. Total Covered Area _____ sq.ft. Total Carpet Area _____ sq.ft.	Price of Flat @ Rs. _____/- per sq.ft.: Rs. _____/- only
(b) Price of Car Parking Space of 135 built up area	Rs. _____/-
(c) Total Unit Price including GST @5%	Rs. _____/- only
(d) Legal Charges	Rs. _____/- only
(f) Advance Maintenance Charges @ Rs. 2.50/- per sq.ft. (For Six Months)	Rs. _____/- only

PAYMENT SCHEDULE PART - II

The Consideration for the Undivided Share and for construction of the said **Flat** as mentioned in Part-I and Part - II above is to be paid to the **Developer** as per the following Installment Payment Plan (IPP) in the following manner and the **Purchasers** shall be liable to pay the due payment to the **Developer** within **7 (Seven) days** from the receipt of demand notice otherwise **She** shall be liable to pay penalty as per **Schedule - H** of the Agreement Source:-

SL NO.	STAGE OF WORK	PAYMENT MODE	TIME FRAME
1.	On time of booking / On Agreement	@ 10% on unit price including GST	within 7 (Seven) days from the receipt of demand notice
2.	Foundation Casting	@ 10% on unit price including GST	
3.	Ground Floor Casting	@ 10% on unit price including GST	
4.	1st Floor Casting	@ 10% on unit price including GST	
5.	2nd Floor Casting	@ 10% on unit price including GST	
6.	3rd Floor Casting	@ 10% on unit price including GST	
7.	4th Floor Casting	@ 10% on unit price including GST	
8.	Final Roof Casting	@ 10% on unit price including GST	
9.	Completion of Brick Work & Plaster	@ 10% on unit price including GST	Legal fees of Rs. 30,000/- will be paid at the time of registration
10.	Completion of Floor tiles (of the booked flat)	@ 5% on unit price including GST	
11.	On Possession/ Finishing work	@ 5% on unit price including GST	

Advance maintenance deposit for six months will be paid at the time of registration

Additional Payments payable wholly by the Purchasers (Part-III)

- (a). GST, contract tax, and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **FLAT ALONGWITH CAR PARKING SPACE** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Developer** from the **Purchasers** and deposited with the competent authority thereof.
- (b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **FLAT ALONGWITH CAR PARKING SPACE** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c). Charges levied by the **Owners / Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **FLAT ALONGWITH CAR PARKING SPACE** including the costs, charges and expenses for revision of the Plans to the extent it relates to such charges, additions, alterations or variation.
- (d). SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the or the Committee entrusted with the management / association and upkeep of the said Building.
- (e). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB in the name of the **Purchasers**.
- (f). Formation of the Association for the Common Purpose.
- (g). The **Developer** will buy an electric AC Bus for Project to Sector – V route after formation of the Project Owner's Association but the **Purchasers** will have to pay all the maintenance and related costs of the said Bus.
- (h) The developer will construct a community hall for use of the Purchasers in their any occasion subject to payment of rent or occupation charges to the developer by the Purchasers and the said community hall will fully maintained by the developer and the Purchasers will not use the said community hall as common area and the developer will not handover the said community hall the Association of the flat owners.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the **parties** at KOLKATA

In the presence of :-

1.

Signature of the **VENDORS**
JAMALUDDIN MOLLA
As constituted Power of Attorney Holder
of M/S NEGUS SERVICES PRIVATE LIMITED

Total Rupees _____ only					Rs. _____/-

SIGNED, SEALED & DELIVERED

At Kolkata In the presence of :-

1.

2.

Signature of the **DEVELOPER**