

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on the _____ day _____

BETWEEN

DIPAK KUMAR DUTTA alias **DIPAK DUTTA (PAN. BKSPD5682C) (AADHAR NO. 2283 7155 4626) (VOTER NO. CKW1010461) (PHONE No. 8478003036)** son of Late Anil Chandra Dutta, by faith- Hindu, by occupation- business, presently residing at Gholapara Road, P.O- Kajipara, P.S- Barasat, District- North 24 Parganas, Pin- 700124 hereinafter collectively referred to as the **OWNERS / VENDORS** (which expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Owners are represented by their Constituted Attorney **WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, (CIN: U45500WB2022PLC257974), (PAN: AADCW4006C), a limited company registered under the Company's Act, 1956**, having its registered office at Suite No. 814, PS QUBE, Plot No-II D/31/1, Street No. 1111, Major Arterial Road, New Town, Kolkata 700161, West Bengal and represented by its authorized signatory/ Director **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 4325 6451 9592), (PASSPORT NO. Z4034004)**, son of Shri Susanta Chatterjee residing at 1206, Orion Block, Siddha Galaxia, Phase-2, New Town, Action Area 3, P.S- Rajarhat, P.O- Raigachi, PIN 700135, District- North 24 Parganas.

AND

WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, (CIN: U45500WB2022PLC257974), (PAN: AADCW4006C), a limited company registered under the Company's Act, 1956, having its registered office at Suite No. 814, PS QUBE, Plot No-II D/31/1, Street No. 1111, Major Arterial Road, New Town, Kolkata 700161, West Bengal and represented by its authorized signatory/ Director, **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 4325 6451 9592), (PASSPORT NO. Z4034004)**, son of Shri Susanta Chatterjee residing at 1206, Orion Block, Siddha Galaxia, Phase-2, New Town, Action Area 3, P.S- Rajarhat, P.O- Raigachi, PIN 700135, District- North 24 Parganas, West Bengal hereinafter referred to as the **PROMOTER / DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office, interest and/or assigns) of the **SECOND PART**;

AND

[If the Allottee is an individual]

Mr. _____, (Aadhaar no. _____)

son of _____ aged about ----- years, residing at__

(PAN _____) , hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

Or

[If the Allottee is the company] _____ (CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case maybe], having its registered office at (PAN), 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 , executors, administrators, and permitted assignees) of the THIRD PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

..... a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at , having PAN represented by its authorized Partner, (Aadhar No.....) authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his/her/ their assigns.) of the THIRD PART:

[or]

[If the Allottee is a HUF]

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

The owner, the promoter and allottee shall hereinafter collectively be referred to as the “parties “ and individually as a “party”

Hereinafter called & referred to as the **ALLOTTEE / PURCHASER** (which term or expression unless excluded by or repugnant to the context shall means & include their heirs, successors, administrators, executors, legal representatives, assignees etc.) of the **THIRD PART**. The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

1. Definitions. –

(1.1) In these rules, unless the context otherwise requires, –

- (A) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (B) "Annexure" means an annexure appended to these rules.

- (C) "Amenities" means the facilities that the Promoter offers or provides for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities in the Club/ Residential Segment is as given in the below to be provided phase-wise progressively with development of each phase as and when completed. No substantial or significant changes will be done at the site, unless and until is practically required due to any reasons as hereinbelow mentioned under Clause 1.5.
- (D) Allotment/Booking/Agreement for Sale means and includes Provisional Allotment letter, and/or this Agreement for sale of the Apartment/Units.
- (E) Apex Body Or Federation means an independent body formed by and consisting of all the associations registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Allottees in various buildings/phases for the purpose of 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
- (F) "Appellant" shall mean a person who makes or on whose behalf any appeal in the Appellate Tribunal under sub section (1) of section 44 of the Act if preferred, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor.
- (G) Association of Allottees means a collective body of the allottees of a real estate project, that is registered under any law for the time being in force and acting as a group to serve the cause of its members and may include the representatives authorized by the Allottee(s).
- (H) "Authenticated Copy" shall mean true copy of a document, so certified by any Gazetted officer or notary public within meaning of the Notaries Act, 1952, or by the party producing the same except where certified copy is required by the Act, these rules or by any regulation.
- (I) "Authorised Representative" means a person duly authorised by a party to a proceeding to represent him or on his behalf before the Authority or Appellate Tribunal or adjudicating officer under the Act and the Rules and regulations including a legal practitioner within meaning of the Advocates Act, 1961 (25 of 1961) and also including the persons as explained in the Section 56 of the Act.
- (J) BLOCK/TOWER shall mean a building consisting of several Apartment, Units and other spaces intended for independent or exclusive use.
- (K) 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. If any wall comes within Unit and Common area, then entire wall will be part of Built up area of the Unit.

- (L) CARPET AREA shall mean the net usable floor area of the Unit and excluding the area covered by the external walls including POP & internal plaster areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee 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 Allottee but includes the internal partition walls of the Unit.
- (M) SUPER BUILT UP AREA OR SALEABLE AREA will be the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, 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 façade and common roof, maintenance offices or stores (if any), security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.
- (N) PROPORTIONATE SHARE will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up 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 Allottee 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. In case the Promoter makes provision for Mechanical Parking and the Allottee is allotted the right to the use of such Parking facility in such cases the common expenses on account of Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Allottees only
- (O) COMMON PURPOSES means and includes the purpose of management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoter and/or occupants of the respective units and all other purposes in which Apex Body/Federation and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire

Housing Complex.

- (P) COMMON AREA / COMMON PARTS AND FACILITIES shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, gatekeepers' quarter (if any), paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in Schedule-D hereunder. The Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. 'Common' facilities are not meant to be sold by the Promoter to any third party without any interference of the Allottees.
- (Q) CLUB shall mean any recreation and other facilities constructed for the use of the purchasers of the units in the Project as committed in Schedule- D which shall be set up as part of the entire Housing Complex.
- (R) COMMON MAINTENANCE EXPENSES means and includes all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex including those mentioned in SCHEDULE- D hereto. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities, club and common services divided by the area of all Saleable area.
- (S) COMMERCIAL / RETAIL SPACE- may be developed and re-developed, and if developed, shall be the non-residential portion of the Project that is means to be utilized for commercial purposes only which may inter- alia have provision for : bank/ ATM, Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlor, Medical Stores etc. However, it shall be the sole, exclusive and absolute discretion of the Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/ Promoter.
- (T) PARKING SPACE shall mean and include a location either covered or open or in open land, sufficient in size for parking of car, trucks, two-wheeler or cycles etc. in the portions of ground floor level or at other levels including Mechanised Parking (MLCP) of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc. and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Allottee who opts to take it

from the Promoter at a consideration.

- (U) LIMITED COMMON AREAS AND FACILITIES shall mean and include such common areas and/or facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the SCHEDULE-D. The Open, Mechanical and Covered Car Parking areas (dependent/independent) including basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular unit or building block on upper floors to any Allottee(s) of the said unit plus the reserved areas as defined.
- (V) "Complainant" shall mean a person, who has or on whose behalf a complaint is filed under Section 31 of the Act before the Authority or the Adjudicating Officer, as the case may be, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor.
- (W) "Form" means a form appended to these rules.
- (X) "State Government" means the Government of West Bengal in the Housing Department.
- (Y) "Layout Plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary.
- (Z) "Project Land" means any parcel or parcels of land on which the project is developed and constructed by a promoter.
- (AA) "Respondent" shall mean an adversary against whom any proceeding, as defined in this Rule, is instituted or drawn up or pending, including legal heir, successors, assignee and executor or who is an adversary in any appeal.
- (BB) "section" means a section of the Act.

1.2 Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act and as per clause (zr) of section 2 of the Act.

- A.** WHEREAS, Pramila Bala Aich (wife of Jyotish Chandra Aich) purchased ALL THAT piece and parcel of Bastu land measuring an area of 65 Decimals be the same a little more or

less comprising in R.S. Dag No. 375, under Sabek Khatian No. 202, R.S. Khatian No. 205 and others lands lying and situated at Mouza- Ghola, J.L. No. 77, Touzi No. 146, Pargana- Anowarpur, Police Station- Barasat, A.D.S.R.O. Barasat, within the local limits of Barasat Municipality, District- North 24 Parganas, by virtue of a Deed of Conveyance being Deed No. 1115 dated 8th day of March, 1952 duly registered in the office of the D.R. Alipore, South 24 Parganas executed and registered by the Smt. Nirmala Aich (wife of Sri Bankim Chandra Aich) residing at 21 No. Town Send Road, P.S. Bhawanipur) the said deed was copied in Book No. I, Volume No. 13, pages from 282 To 286, Being no. 1115 for the year 1952, on basis of that said Pramila Bala Aich mutated her name in the office B.L. & L.R.O. vide L.R. Khatian No. 628 comprising in R.S. Dag No. 375 corresponding to L.R. Dag No. 1148 *Danga* land measuring an area of 65 Decimals;

AND WHEREAS, on 06.02.1981 by virtue of a registered Deed of sale (in Bengali, 'Saf Bikroy Kobala') said Pramila Bala Aich Alias Pramila Aich sold, conveyed and / or transferred ALL THAT piece and parcel of landed property measuring an area of 57 decimals out of 65 decimals comprised in R.S. Dag no- 375, under. RS Khatian No- 393, lying and situated at mouza- Ghola, J.L. No- 77, Revenue Survey No- 103, Pargana Anowarpur, Touzi No - 146, under police station of Barasat within the local limits of Barasat Municipality, A.D.S.R.O. - Barasat in the district of North 24 Parganas, unto or in favour of Dipak Kumar Dutta and said Deed of sale was registered at Additional Registry of Assurances Calcutta and recorded under Book No - 1, Volume No- 59, pages from 198 to 204, Being No- 780, for the year 1981 and said Dipak Kumar Dutta after purchase said property absolutely and rightfully assumed the possession as well as the right, title and interest in respect of the said landed property;

- B. The Land Owners namely **DIPAK KUMAR DUTTA** alias **DIPAK DUTTA** for the purpose of developing the aforesaid property one **Development Agreement** was executed by and between the Developer on 25th day of March 2025, and the said Development Agreement was registered in the office of the **Additional Registrar of Assurance Office of The A.R.A. – IV Kolkata, West Bengal** and which was recorded in Book No. I, Volume No. 1904-2025, Pages from 200505 to 200571, **being Deed No.190404352 for the year 2025**. Subsequently on the basis of the said Development Agreement the said Owners executed and registered **one Development Power of Attorney** unto and in favor of the said Developer and which was registered before in the **Additional Registrar of Assurance Office of The A.R.A. – IV Kolkata, West Bengal** and recorded in Book No.-I, Volume No. 1904-2025 Pages from 196863 to 196891, **Being Deed No.190404397 for the year 2025**.
- C. The said Land is earmarked for the purpose of building a residential/commercial project presently comprising of multi-storied commercial and residential unit/apartment buildings and the Project has been named as "**WESTROAD OPHELIA**"
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The **Barasat Municipality** has acknowledged the commencement to develop the Project on dated **21/11/2025**.

- F. The Promoter/Developer has obtained the sanctioned Plans for the Project from the **Barasat Municipality** bearing Sanction Plan No- SWS-OBPAS/2105/2025/1316 Dated 19/11/2025, Reference Application. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter/Developer would register the Project under the provisions of the Act with the West Bengal RERA at WB RERA Office; No.....
- H. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule B** and the floor plan of the said Apartment is annexed hereto and marked as **Annexure 1**.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Promoter/Developer is known as **WESTROAD HOUSING AND INFRASTRUCTURE LIMITED**, (CIN: U45500WB2022PLC257974), (PAN: AADCW4006C), a limited company registered under the Company's Act, 1956.
- K. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
 - (ii) The Plans sanctioned by the Barasat Municipality and has the necessary approvals and permissions;
 - (iii) The right, title, interest and entitlement of the Promoter in respect of the Premises;
 - (iv) The Carpet Area, Built-up Area and the Saleable (Super Built-up) Area of the said Apartment.
- 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.
- M. 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.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule B**.

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the **Promoter/Vendors agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Apartment Unit described in **Schedule B**.

1.2 The Total Price/Agreed Consideration for the said Apartment/Unit based on the Saleable area thereof is **Rs. /-** (RupeesOnly) ("**Total Price /Agreed Consideration**") as per details mentioned in **Schedule B**:

1.2.1 Subject to the terms and conditions as detailed in this Agreement, **the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Car Parking Space described in **Schedule B (i)**.

1.2.2 The Total Price/Agreed Consideration for the said Car Parking unit is **Rs...../-** (Rupees only) ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**.

1.2.3 Subject to the terms and conditions as detailed in this Agreement, **the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Commercial Space described in **Schedule B (ii)**.

1.2.4 The Total Price/Agreed Consideration for the said Commercial Space based on the saleable area thereof is **Rs...../-** (Rupees..... only) ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule B (ii)**:1.2.5 The additional payments mentioned in '**Schedule E**' excluding Legal Charge for the said apartment unit based on the carpet area and subsequent salable (chargeable)area thereof is **Rs...../-** (Rupees Only) and to be paid (in addition of '**Total Price/Agreed Consideration**' described in clause **1.2 & 1.2.2** above) as per details schedule mentioned in

Schedule E

Explanation:

- (i) The Total Price including additional charges mentioned **Schedule E** above includes the application/booking amount paid by the Allottee to the promoter towards the said apartment;
- (ii) The Total Consideration above includes taxes paid or payable by the promoter (consisting of GST and Cess, if any, or any other similar taxes which may be levied in connection with the construction and sale of the Project by the promoter) up to the date of handing over possession of the apartment/unit by the promoter to the allottee. Provided that, in case there is any alteration in the taxes leviable on any part of the total price and if such alteration in the taxes leviable becomes obligatory when detected/ascertained, the total amount payable by the allottee to the promoter shall be increased/reduced to the extent of such obligatory alteration in the taxes leviable on any part of the total price.
- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of each instalment or the total payable amount, as the case may be, as stated in Schedule C above and the Allottee shall satisfy such payment to or in favour of the Promoter within such time and manner specified therein. Moreover, the Promoter shall provide to the Allottee the details of the taxes or charges payable, along with the respective rules or regulations for the time being in force,

together with dates from which such taxes etc. have been levied or appearing effective.

Provided that, in case there is any modification in the taxes, the Promoter shall intimate the same to the Allottee, within three working days from the date of such increase and such modification in the taxes or charges payable shall have an immediate effect on the next amount to be paid by the allottee to or in favour of the promoter;

Provided further that, subject to the terms and conditions of this agreement and any other laws for the time being in force, after the expiry of the scheduled date of completion of the Project, if there is any modification in tax leviable upon the Allottee(s), the same need not be payable by the Allottee(s);

Provided further that, the Allottee shall not be entitled to any further claim or demand with regard to imposition, calculation, or collection of any taxes, the benefit of which have already been accrued to or in favour of the Allottee(s) while making implementation of the same.

- (iv) Notwithstanding anything contained under the terms and conditions of this agreement, any Bank or NBFC or Financial Institutions or Individual Guarantor of the allottee(s), from whom such allottee(s) already accepted loan, shall be liable to bear charges or additional charges or deposits, once and when required. Payment from any other third party other than the Allottee(s) shall not be accepted, without due and proven authorisation of the allottee(s) to or in favour of that third party. The Total Price includes Taxes consisting of tax paid or payable by the Promoter by way of GST, 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, to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment, /Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

1.3. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. 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 Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @10% per annum for the period

by which the respective instalments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

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

1.5. It is agreed that the Promoter/Developer may make such additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** in respect of the said Apartment, that may be appearing necessary, due to some practical problems or some minor planning error or requirement of settlement or some other forms of minor practical disputes, even without the previous written consent of the Allottee and the Promoter may charge additional amounts for such modifications as may be agreed with the Allottee provided that the Promoter may make such minor additions or alterations as may be required and requested by the Allottee.

Provided that, the Promoter is liable to intimate about such additions or alterations with recorded reasons, to the Allottee(s) at least fifteen working days prior to such works.

Provided further that, if any additions or alterations are practically required that are substantial in nature with regard to the change in architecture or design or structure of such allotted plot or property or land, the Promoter shall not make any additions or alterations without prior written consent of the Allottee(s). However, if the Authority competent to issue approvals is of the view that such substantial changes in the project are further necessary, the consent of the Allottees in such property shall be deemed to be granted in that case.

Provided further that, such additions or alterations shall not affect the Unit and the common facilities and any other apartments.

Provided further that, to verify the quality and extent of the constructions done in such project, the Allottee has the right to visit the Project site, subject to prior appointment or with the consent and approval of the project engineer and in compliance with all safety measures while visiting the site and also at his sole risk.

1.6. The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Barasat Municipality or Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the **Promoter shall refund the excess money paid by Allottee within forty-five days** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **"Schedule C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.7. Subject to Clause 9.3, the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule B** and
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or 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 Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, Panchayet taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Barasat Municipality or Competent Authority phase wise as provided in the Act
- (iii) That the computation of the price of the [Apartment/Plot] 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 as mentioned in Schedule D. 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.
- (iv) The Allottee has also agreed to make timely payment of the total consideration and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.8. It is made clear by the Promoter/Developer and the Allottee agrees that the said Apartment Unit 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 previous project in its vicinity or otherwise except as agreed in Clause 17. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.9. The Promoter/Developer agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, Panchayet or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate 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 Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment 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 thereof by such authority or person.

1.10 The Allottee has paid a total sum of Rs...../- (Rupees Only) as booking amount being part payment towards the Total Price of the said Apartment/Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in "Schedule C" whether demanded by the Promoter or not, within the time and in the manner specified therein; Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 10% per annum on due/outstanding amount.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on 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 WESTROAD OPHELIA COLLECTION ACCOUNT payable at Kolkata. It is further explained that any payment inclusive of charges or extra charges or deposits or part-payments may be made through electronic modes. On acceptance of every such payment, the Promoter shall issue receipts to or in favour of the allottee(s) or proposed allottee(s), as the case may be. In addition to physical copies, the Demand Letter against which such payments shall be satisfied may be issued and served upon the allottee(s) by electronic modes such as e-mail, SMS, WhatsApp, etc. In case the loan that may have been accepted by the allottees from the Bank or NBFC or Financial Institution or Individual Guarantor, as the case may be, that have been referred to under Clause 1.2, the Allottee(S) shall submit the Cheques or Demand Drafts, etc. at the office of the Promoter against proper receipt issued by the authorized person of the Promoter as otherwise if any cheque is misplaced, the Allottee shall remain fully responsible for such misplacement.

3. 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.

4. ADJUSTMENT /APPROPRIATION OF PAYMENTS:

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

5. TIME OF ESSENCE:

The Promoter/Developer shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment Unit to the Allottee and the relevant Common Areas to the association of allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Barasat Municipality, the Total Price & payment plan mentioned in Schedule C and the Additional Charges/ liabilities and Deposits mentioned in Schedule E and the specifications, the Common Areas, amenities and facilities mentioned in Schedules D. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Barasat Municipality or Competent Authority and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Barasat Municipality or Competent 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 this Agreement, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

6.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents of the 2/3 flat owners that the Promoter/Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, It is agreed that such modifications, additions and/or alterations shall not affect

the Total Price and that the total number of Common Areas mentioned in Schedule D shall not be reduced to the detriment of the Allottee.

6.2 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 17/11/2028 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.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of completion certificate subject to payment of all amount due and payable additional common maintenance charges under this Agreement and Registration of the deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule E below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project.

7.3 Failure of Allottee to take possession of Apartment - Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said 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 Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, Panchayet tax and other outgoings and further holding charges from the date of issuance of possession notice of the Said Apartment shall become

applicable. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the application 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. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the Said Apartment and Appurtenances and the Promoter/Developer shall be entitled to deal with and/or dispose of the said Apartment And Appurtenances in the manner it deems fit and proper.

7.6 Compensation - The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Said apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1 ; or (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules or 10% per annum including compensation in the manner as provided under the Act within forty-five days of it becoming due ; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest amount at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. The rate of interest will be calculated at the rate of 10% per annum.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Owners have absolute, clear and marketable title with respect of the Project Property; the requisite authority and rights to carry out development upon the Project property and absolute, actual physical and legal possession of the Project Property for the Real Estate Project.

- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project the Project Property, the said apartment, the said tower/building and Common Areas of the Real Estate Project till the date of handing over of the real Estate Project to the association of Allottees;
- (vi) The Promoter/Developer 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/Developer has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the "Said Apartment" which will, in any manner, affect the rights of Allottee under this agreement.
- (viii) The Promoter/Developer 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/Developer shall handover lawful, vacant peaceful physical possession of the Said Apartment to the allottee and the common areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Project 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 Project Property ;
- (xi) The Promoter/Developer 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 Project Property) has been received by or served upon the Promoter/Developer in respect of the Project Property and/or the Real Estate Project.
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the real estate Project within the stipulated time disclosed at the time of registration of the Project with the authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's/Developer's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter/Developer under the conditions listed above, allottee is entitled to the following:-

- i) Stop making further payments to Promoter/Developer as demanded by the Promoter. If the Allottee stops making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest ; or
- ii) The Allottee shall have the option of terminating the agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in clause 7.6 within forty five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances; Provided that where an Allottee does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the promoter to the Allottee within forty five days of it becoming due. Further provided that the Promoter/Developer shall be entitled to get 6 months grace period according to English calendar on and from the stipulated date of giving possession to the Allottee after which only clause 7.6 herein above regarding compensation will come into force and effect.

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

- (i) In case the Allottee fails to make payment to the Promoter/Developer 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/Developer on the unpaid amount at the rate prescribed in the Rules and or interest at the rate of 10% per annum on outstanding amount till date.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days' written notice, shall state therein the defaults and calling upon the allottee to rectify/cure the defaults within a period of 15 days from the date of receipt of such notice (cure period). If the Allottee fails to make the payment (with

applicable interest) within the cure period which continues beyond two consecutive months after the recipient of the notice from the Promoter in this regard and/or refusal or failure to register the Agreement, the Promoter shall be entitled to cancel the allotment of the apartment in favor of the allottee and deduct the entirety of the application/booking amount i.e 10% of Total consideration paid for the allotment. Upon registration of the deed of cancellation in respect of the Said apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the Said Apartment and appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the said apartment and appurtenances to another allottee and receipt of the sale price thereon, the promoter/Developer shall after adjusting the application/booking amount, refund to the allottee, the balance amount, if any of the paid up total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this agreement in the aforesaid circumstances, the allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said apartment and appurtenances and the promoter/Developer shall be entitled to deal with and/or dispose of the said apartment and appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter/Developer, on receipt of Total Price of the Said apartment and Appurtenances (as provided in Schedule C under the Agreement) from the allottee, shall execute a conveyance deed and convey the title of the Said apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee; However in case the Allottee fails to deposit the stamp duty and/or 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).

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

11.1 The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter/Developer.(Calculated from the date of obtaining Completion Certificate till Handover of maintenance of the project to the Association of allottees).

11.2 The Promoter/Developer shall take steps for formation of the Owner's Association. Any association, company, syndicate, committee, body or society formed by any of the

Apartment Owners without the participation of the Promoter/Developer shall not be entitled to be recognized by the Promoter/Developer and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter/Developer shall transfer and make over the all legal documents to the Association after adjusting its dues, if any.

11.3. All the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalized by the Promoter/Developer and the Allottee hereby consents to accept and sign the same.

11.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.

11.7 The rights of the Promoter/Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in Schedule G and the Allottee has irrevocably agreed to be bound by the same.

11.8 The Allottee shall from the Date of Completion, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter /Developer.

11.9 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Car Parking Block, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, panchayet and other taxes and other outgoings are more fully specified in Clause 15 and the same shall be binding on the Allottee. It is explicitly made clear that, notwithstanding anything contained in Clause 15 or elsewhere in this Agreement, from the date of the issuance of the Notice of Completion, all costs and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, panchayet taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled /terminated.

11.10 The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses

relating to the Car Parking Block (including its maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency/Association may deem fit and proper.

11.11 The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Car Parking Block by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Car Parking Block/Spaces by the Apartment Owners including the Allottee shall be subject to Force Majeure and due to reasons beyond the control interruptions and inconveniences associated with its use and the Promoter/Developer and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Car Parking Block to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

11.12 From the date of offering the handing over of maintenance to the Association, the Promoter/Developer shall not have any responsibility whatsoever regarding any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, Car Parking Block installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. DEFECT LIABILITY :

12.1 It is agreed that in case any structural defect or any other defect in workmanship of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charges, 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.

12.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work under taken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee(s) is/are aware that the Said Tower / Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

12.3 Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level allowed as per IS code will be acceptable to the Allottee.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] 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.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer maintenance agency/association of Allottees shall have rights of unrestricted access of all common areas of the real estate project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the said 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.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the said complex, shall be earmarked for purposes such services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Developer/Facility Manager/ Association of Allottees (upon formation)formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANHCE WITH RESPECT TO THE APARTMENT /PROJECT:

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Said 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 Said Tower/Building or the Said apartment or the stair cases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the said apartment and keep the said 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 said tower /building is not in any way damaged or jeopardized and shall not cause any change to the colour, design of the elevation/exterior.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 apartment or place any heavy material in the common passages or stair case of the said tower/building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions. Periodic test of Electrical installations including wiring and by Chartered Engineer shall be carried out at interval of every 2 years and also after possession and at the time of possession by the Maintenance in Charge/Association for ensuring safety and this is very much mandatory keeping the safety of the Complex as a whole in mind.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES :

The Parties are entering into this agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project 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/ Unit], all the requirements, requisitions, demands and

repairs which are required by any competent Authority in respect of the [Apartment/Unit] at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such apartment.

20. APARTMENT OWNERSHIP ACT :

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

21. BINDING EFFECT :

Forwarding this agreement to the Allottee by the promoter does not create a binding obligation on the part of the Promoter/Developer 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 Additional District Sub-Registrar Kadambagachi or District Sub Registrar Barasat or Registrar of Assurance Kolkata as and when intimated by the Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Promoter this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the application/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 apartment/plot/building, as the case may be.

23. RIGHT TO AMEND:

The Agreement is not subject to any further amendments, once this agreement is signed and submitted by the Allottee(s). In the event the Allottee does not agree to any clause in this Agreement, he would be free to withdraw from the execution of this agreement by writing to the developer and take refund of the money paid by him within thirty business days of such withdrawal, however exclusive of application/booking charges.

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the payment plan (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereto shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and 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 there under 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 Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

28. FURTHER ASSURANCE :

Bothe 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.

29. PLACE OF EXECUTION :

The execution of this agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the allottee, in after the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Sub-Registrar Kadamagachi North 24 Parganas or Additional District Sub Register Barasat or District Sub Register Barasat , North 24 Parganas or Registrar of Assurance ,Kolkata.

30. 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/Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail

(1) **Mr/Mrs.** C/O-, Resident Address: Contact No.
..... Email : WhatsApp

(2) **WESTROAD HOUSING AND INFRASTRUCTURE LIMITED** (registered office at Suite No. 814, PS QUBE, Plot No-II D/31/1, Street No. 1111, Major Arterial Road, New Town, Kolkata 700161, West Bengal), e-mail id:- operations@westroad.in

It shall be the duty of the Allottee and the Promoter/Developer to inform each other of any change in address after 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.

31. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by the Promoter/Developer 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. 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 hereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the

respective rights and obligations of the Parties, shall be referred to the provisions under the Arbitration and Conciliation Act, 1996,

SCHEDULE – A

(Description of the entire landed property.)

ALL THAT piece and parcel of land admeasuring more or less 57 decimal which is equivalent to 1 bigha 14 katha 7 chatak 32 square feet, situated in R.S.Dag No - 375, R.S. Khatian No. 393, L.R. Khatian No.-3902 and L.R. Dag No.1148 (Part), J.L No.-77, at Mouza - Gholā, P.S- Barasat, under Barasat Municipality, Ward No. 22, Holding No.73, District - North 24 Parganas, Pin code - 700124.

The aforesaid said premises is butted and bounded as follows:

ON THE NORTH: Land of Jatan Chatterjee L.R. Dag No.1148 (part) L.R. Khatian No.4032 & L.R. Dag No.1147

ON THE SOUTH: 24 Feet Gholā Road.

ON THE EAST: R.S. Dag No.1 of Mouza- Chandanhati(J.L 104) & Suti Khal

ON THE WEST: 24 Feet Gholā Road., L.R. Dag No.1148 (part), Land of Jatan Chatterjee L.R. Khatian No.4032 & Land of Sunit Kumar Biswas L.R. Khatian No.1465

SCHEDULE – B

(Description of Unit/ Apartment and appurtenances to the allotted to the Allottee/ Purchaser.)

The “said apartment”, being Residential/Commercial Unit/Apartment No on the Floor, having Built up area of Square Feet, RERA Carpet area Square Feet, corresponding RERA balcony area Square Feet, Saleable /Super Built up area Square feet more or less, more or less, in Project ‘Westroad Canvas’.

The layout of the said apartment is delineated in RED color on the plan annexed hereto and marked as Annexure – 1.

SCHEDULE B (i) **(CAR PARKING SPACE)**

The “said Parking Space”, being the **Right to Park LMV Car(s) or Two Wheelers**

1. Car(s) or Two-Wheeler(s) in the Building Ground Floor Mechanical

- Parking Block.
2. Car(s) or Two-Wheeler(s) in the Project Open Parking Area
 3. Car(s) or Two-Wheeler(s) in the Building Covered Ground Floor Parking Block

SCHEDULE –C
(Payment Schedule)

The Total price payable for the (I) Apartment described in “Schedule B” is Rs..... **(Rupees**) AND for the (II) Parking space in the Covered Floor described in “Schedule B(i)” is **Rs. (Rupees Only)** AND for the (III) Additional Charge excluding Legal Charge described in “Schedule E” is **Rs. (Rupees)** thus Totalling “Agreed Consideration” of **Rs. (Rupees only)** for the Apartment and Appurtenances in following to be paid in following installments including applicable taxes / GST:

PAYMENT SCHEDULE

Event of making Payment	Percentage out of the Agreed Consideration
Booking/Application Amount i.e. Execution of Sale Agreement	10%
On commencement of Foundation/Pile work of concerned Building containing the said flat	10%
On commencement of 1 st Floor Casting of concerned Building containing the said flat	10%
On commencement of 2 nd Floor Casting of concerned Building containing the said flat	10%
On commencement of 4 th Floor Casting of concerned Building containing the said flat	10%
On commencement of 6 th Floor Casting of concerned Building containing the said flat	10%
On Commencement of Brickwork on the 1st Floor of concerned Building containing the said flat	10%
On Commencement of Brickwork of 4 th Floor of concerned Building containing the said flat	10%
On Commencement of Brickwork of 7 th Floor of concerned Building	10%

containing the said flat	
On Completion of external and internal plastering of concerned Building containing the said flat	5%
At or before handing over of possession of the said Apartment or within 15 days of the Notice as mentioned in clause 7.2 above, whichever is earlier	5%
Total =	100%

WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Barasat Kolkata -700126, in the presence of attesting witness, signing as on the day, month and year first above written.

As Constituted Attorney-Holder of Owners

[Owners]

WESTROAD HOUSING AND INFRASTRUCTURE LIMITED

[Developer]

[Buyer]

Witnesses:

1.

2.

Receipt and Memo of Consideration

Received from the within named Buyer the within mentioned sum **Rs.**
(Rupees only) towards Advance or Part payment of the Total
Consideration for sale of the Said Flat and Appurtenances, in the following manner:

Bank	NEFT/RTGS/DD/Cheque No.	Date	Amount
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WESTROADHOUSING AND INFRASTRUCTURE LIMITED
[Developer]

Witnesses:

1.

2.