

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this ____ day of _____, 2025,

BY AND BETWEEN

(1) **MR. JAI SHANKAR ROY ALIAS JAY SHANKAR ROY**, son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy having **PAN ADHPR2898D, AADHAAR NO.2768 1421 2245** and **Mobile No.98307 72797**, by faith - Hindu, by Nationality-Indian, by occupation-Lawyer, residing at P-135, Block A, 1st Floor, Lake Town, Post Office-Lake Town and Police Station-Lake Town, Kolkata-700

DJKA DEVELOPERS PVT. LTD.

[Signature]

Director

089, District-North 24 Parganas, in the State of West Bengal, (2) **MR. KAILASH PRASAD ROY** having **PAN DANPR8851L, AADHAAR NO.8357 6924 4203** and **Mobile No.80046 62845**, son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, by faith-Hindu, by nationality-Indian, by occupation-Farmer, residing at Deoria, Post Office Deoria, Police Station-Zamania, District-Gazipur, in the State of Uttar Pradesh, PIN-232 340, No.s(1) & (2) are represented by their appointed, constituted, nominated and lawful attorney **DJKA DEVELOPERS PRIVATE LIMITED** having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors, **MR. PARASMAL BACHHAWAT** having **DIN 01863981, PAN-AIEPB8934A, AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P-873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide General Power of Attorney dated the 14th day of May, 2024 and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.1, Volume No.1904-2024, Pages 395941 to 395959, Being No.190406903 for the year 2024, **AND (3) DJKA DEVELOPERS PRIVATE LIMITED** having **CIN U45100WB2018PTC226017** and **PAN AAGCD6835K**, a company incorporated under the Companies Act, 1956 having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors **MR. PARASMAL BACHHAWAT** having **DIN 01863981, PAN-AIEPB8934A, AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P-873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide Board Resolution dated the ____ day of ____, 202__, hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, so far as the individuals are concerned -their respective heirs, executors, administrators, legal representatives and assigns and so far as the companies are concerned -their respective successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART:**

AND

DJKA DEVELOPERS PRIVATE LIMITED having **CIN U45100WB2018PTC226017** and **PAN AAGCD6835K**, a company incorporated under the Companies Act, 1956, and having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police

Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors **MR. PARASMAL BACHHAWAT**, having **DIN 01863981**, **PAN-AIEPB8934A**, **AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P 873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide Board Resolution dated the ____ day of ____, 202__, hereinafter called as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART:**

AND

(If the Allottee is a company)

____ having **CIN-**____ and **PAN**____, a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be), having its Registered Office at _____, Post Office-____, Police Station-____, District-____, Kolkata-700 ____, represented by its authorized signatory, _____ having **PAN**____, **AADHAR NO.**____ and **Mobile No.**____, son of _____, by Nationality-Indian, by Religion-____, by occupation-____, residing at _____, Post Office-____, Police Station-____, District-____, Kolkata-700 ____, duly authorized vide Board Resolution dated the __ day of __, 202__, 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 a Partnership)

____, a partnership firm registered under the Indian Partnership Act, 1932, having **PAN**____ and having its principal place of business at _____, represented by its partners, **(1)** _____, having **PAN**____, **AADHAR No.**____ and **Mobile No.**____, son of _____, by Nationality-Indian, by Religion-____, occupation-____, residing at _____, Post Office-____, Police Station-____, District-____, Kolkata-700 ____, and **(2)** _____, having **PAN**____, **AADHAR No.**____ and **Mobile No.**____, son of _____, by occupation-

_____, by Nationality-Indian, by Religion-_____, residing at _____, Post Office-_____, Police Station-_____, Kolkata-700 _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

(OR)

(If the Allottee is an Individual)

Mr. _____ having **PAN**_____, **AADHAR No.** _____ and **Mobile No.**_____, son / daughter of _____, by Nationality-Indian, by Religion-_____, occupation-_____, residing at _____, Post Office-_____, Police Station-_____, District-_____, Kolkata-700 _____, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

(OR)

(If the Allottee is a HUF)

Mr. _____ having **PAN**_____, **AADHAR No.** _____ and **Mobile No.**_____, son of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF** having **PAN**_____ and its place of business at _____, by Nationality-Indian, by Religion-_____, occupation-_____, residing at _____, Post Office-_____, Police Station-_____, District-_____, Kolkata-700 _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs executors administrators legal representatives successors-in-interest and assigns, as well as the members of the said HUF, their heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

The Owners, the Developer and the Allottee(s) shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

WHEREAS:

A. The Owners herein became the absolute owners in respect of All That the undivided piece and parcel of land and building more fully mentioned and described in the Part-I and the Part-II of the First Schedule hereunder written, which they have acquired or purchased in the manner following:

(i) **Property in respect of P-135, Lake Town: -**

1. By a Deed of Conveyance dated the 5th day of February, 1955 made between one Co-operative Homes Limited therein referred to as the Vendor Society of the One Part and one Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No.1, Volume No.22, Pages 173 to 178, Being No.1109 for the year 1955, the Vendor Society at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, lying situate at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, the then Police Station-Dum Dum, in the then District-24Parganas, more fully mentioned and described in the Schedule thereunder written (hereinafter referred to as **the said land in Plot No.135**).

2. Subsequent thereto, the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy got his name mutated in the records of South Dum Dum Municipality and after Assessment the said land in Plot No.135 was assessed as Holding No.297, Lake Town.

3. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy thereafter caused a Building Construction Plan sanctioned by the said South Dum Dum Municipality for construction of a 3 (Three) storied building on the said land in Plot No.135.

4. Pursuant to afore-recited building construction Plan the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy constructed and erected a 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft. [on the ground floor 2800 (Two

Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,] be the same a little more or less upon the said land in Plot No.135 (hereinafter referred to as **the said building in Plot No.135**).

5. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy from time to time inducted 11 (Eleven) different tenants in the said building in Plot No.135 at or for monthly rentals payable according to English Calendar month.

6. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, a male Hindu, died intestate on the 15th day of August, 1996 leaving him surviving his two sons, the Owners/Vendors herein, namely Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy and three daughters, namely, Premlata Rai, Saroj Rai and Savitri Devi, as his heirs, heiresses and legal representatives, his wife namely, Namna Roy having predeceased him on the 3rd day of July, 1978.

7. The afore-recited Holding No.297, Lake Town was subsequently renumbered as Holding No.468, Lake Town, Block- "A" under Ward No.30 within the ambit of the said South Dum Dum Municipality.

8. Thus the Owner/Vendor Nos.(1) & (2) herein and the said Premlata Rai, Saroj Rai and Savitri Devi became jointly seised and possessed of All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., [on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,] be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, (hereinafter the said land and the said building in the said Plot No.135 are collectively referred to as **the said property in Plot No.135**), each having undivided 1/5th part or shares thereof.

9. By a Deed of Gift dated the 2nd day of May, 2024 made between the said Premlata Rai therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.1, Volume No.1904-2024, Pages 347796 to 347815, Being No.190406190 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

10. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Savitri Devi therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.1, Volume No.1904-2024, Pages 347816 to 347835, Being No.190406191 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

11. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Saroj Rai therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2)

herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.1, Volume No.1904-2024, Pages 347836 to 347855, Being No.190406192 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

12. Thus the Owner/Vendor Nos.(1) & (2) herein, namely, the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, became the joint owners in respect of All That the said property in Plot No.135, more fully and particularly described in the **Lot-A** of the **First Schedule** hereunder written (hereinafter referred to as **the said Lot-A**) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

13. Subsequent thereto the Owner Nos.(1) & (2) herein, got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-A.

14. By a Development Agreement dated the 14th day of May, 2024 made between the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Owners of the One Part and the Developer herein, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.1, Volume No.1904-2024, Pages 394904 to 394955, Being No.190406881 for the year 2024, the Owner Nos.(1) & (2) herein had jointly appointed the Developer herein as Developer therein to construct erect and commercially exploit **All That** the said Lot-A, on the terms and conditions therein covenanted.

(ii) **Property in respect of P-136, Lake Town: -**

1. By a Deed of Conveyance dated the 28th day of November, 1960 made between The Governor of West Bengal therein referred to as the Vendor of the One Part and Kanchan Prova Biswas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar at Cossipore Dumdum and recorded in Book No.1, Volume No.117, Pages 272 to 276, Being No.8850 for the year 1960, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block -"A", Lake Town within the ambit of South Dum Dum Municipality, in the then District- 24Parganas, Kolkata-700 089, more fully and particularly described in the Schedule thereunder written (hereinafter referred to as **the said land in Plot No.136**).

2. The said Kanchan Prova Biswas was merely a benamdar of her father, namely, Dhirendra Lal Chaudhuri, and by virtue of a Deed of Relinquishment dated 15th day of November, 1973 duly registered at the office of the Sub-Registrar at Cossipore Dumdum in Book No.1, Volume No.144, Pages 103 to 104, Being No.7665 for the year 1973, the said Kanchan Prova Biswas released, relinquished and discharged forever her ostensible right, title and interest in over and upon the said land in Plot No.136 containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, more fully and particularly described in the Schedule thereunder written, unto and in favour of her father, namely, the said Dhirendra Lal Chaudhuri, freely absolutely and forever.

3. Subsequently, the said Dhirendra Lal Chaudhuri mutated his name in the records of South Dumdum Municipality in respect of the said land in Plot No.136 and which was assessed and numbered as being Municipal Holding No.907, Lake Town.

4. By a Bengali Danpatra (Deed of Gift) dated the 3rd day of August, 1981 made between the said Dhirendra Lal Chaudhuri therein referred to as the Donor of the One Part and one Mridul Kanti Chaudhuri therein referred to as the Donee of the Other Part and registered with the office of the Additional District Registrar at Barasat and recorded in Book No.1, Volume No.36, Pages 178 to 180, Being No.2405 for the year 1981, the Donor

therein in consideration of his natural love and affection towards his son, namely the Donee therein, made a free and absolute gift in respect of All That the said land in Plot No.136, more fully and particularly described in the Schedule thereunder written, freely absolutely and forever.

5. Thereafter the said Mridul Kanti Chaudhuri mutated his name in the records of South Dum Dum Municipality in respect of the said land in Plot No.136 and the same was renumbered as Municipal holding No.1718, Lake Town.

6. The said Mridul Kanti Chaudhuri had got a plan duly sanctioned by the South Dum Dum Municipality having building plan being No.981 dated 3rd April, 1982 which was revised having building plan No.185 dated 16th July, 2002, for construction of a building upon the said land in Plot No.136.

7. In pursuance of and in terms of the afore-recited building plan, the said Mridul Kanti Chaudhuri constructed a three storied building upon the said land in Plot No.136 in a phase manner (hereinafter the said land in Plot No.136 and the building standing thereat are collectively referred to as **the said property in Plot No.136**).

8. By a Deed of Conveyance dated the 3rd day of May, 2024 made between the said Mridul Kanti Chaudhuri, therein referred to as the Vendor of the One Part and the Owner No.(3) herein, namely, the said DJKA Developers Private Limited, and one High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar, and recorded in Book No.I, Volume No.1504-2024, Pages 47103 to 47125, Being No.150401143 for the year 2024, the Vendor therein at and for the consideration therein mentioned which amount was paid in 70:30 proportions by the said DJKA Developers Private Limited and the said High Value Finance Private Limited alias Highvalue Finance Private Limited, respectively, as mentioned therein as also in the Memo of Consideration part therein, granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the said property in Plot No.136, more fully and particularly described in the Schedule thereunder written as also more fully and particularly described in the **Lot-B** of the **First Schedule** hereunder written (hereinafter the said property in Plot No.136 is referred to as **the said Lot-B**) free from all

encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

9. Subsequent thereto the Owner/Vendor No.(3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-B.

10. Thus, the Owner/Vendor No.(3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited became jointly seised and possessed of All that the said Lot-B in the following proportions: -

Owners	Proportions	Land Area	Covered Structure Area
DJKA Developers Private Limited	70%	2003.4 Sq.ft., equivalent to 2Co-12Ch-23.4Sq.ft.	3290.7 Sq.ft.
High Value Finance Private Limited alias Highvalue Finance Private Limited	30%	858.6 Sq.ft., equivalent to 1Co-3Ch-3.6Sq.ft.	1410.3 Sq.ft.

free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

B. Thereafter, by a Deed of Exchange dated the 13th day of August, 2024 made between the Owner Nos.(1) & (2) herein, namely, the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the First Parties and the Owner No.(3) herein, namely, the said DJKA Developers Private Limited and the said High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Second Parties and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 644818 to 644841, Being No.190411943 for the year 2024, the parties thereto exchanged with each other, their respective undivided 1% share in the said Lot-A and the said Lot-B properties and thus each parties thereto became a co-owner in respect of each of the said Lot-A and the said Lot-B properties.

C. Subsequent thereto the Owner Nos.(1), (2) & (3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited caused amalgamation of the said Lot-A and the said Lot-B properties in the records of the South Dum Dum Municipality

into a single Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089 (hereinafter referred to as **the said amalgamated property**).

D. Thereafter the Owner Nos.(1), (2) & (3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited caused a plan to be sanctioned by South Dum Dum Municipality, being **Building Plan No.1368 dated 29.10.2024**, for construction of a residential building comprising of basement, ground plus 9 (Nine) upper floors, independent building having self-contained independent flats and/or commercial units and covered/open parking spaces on the said amalgamated property (hereinafter referred to as the **said plan**).

E. By an Indenture dated the 4th day of March, 2025 made between the said High Value Finance Private Limited alias Highvalue Finance Private Limited therein referred to as the Vendor of the One Part and the Owner/Vendor No.(3) herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2025, Pages 122445 to 122474, Being No.190403089 for the year 2025, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein, namely Owner/Vendor No.(3) herein: -

- i. **All That** the undivided 30% (Thirty percent) of land containing an area of 858.6 Sq.ft., equivalent to 1 Cottah 3 Chittacks 3.6 Sq.ft., be the same a little more or less and together-with the undivided 30% (Thirty percent) of the covered area of the 3 (three) storied building admeasuring a covered area of 1410.3 Sq.ft., being the said Vendor's undivided 30% (Thirty percent) part or share in the said Lot-B, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block-"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written; and
- ii. **All That** the undivided 0.5% (zero point five percent) part or share in the said Lot-A admeasuring a land area of 16.5 Sq.ft., be the same a little more or less, together with undivided 0.5% (zero point five percent) part or share of the 3 (Three) storied building admeasuring a covered area of 29.75 Sq.ft., being the said

Vendor's undivided 0.5 (zero point five percent) part or share in the said Lot-A, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, Police Station-Lake Town (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **Part-II** of the **Second Schedule** thereunder written;

-along-with all kinds of right and benefit of the Vendor in respect of the said plan, absolutely and forever.

E. The Owner No.(3) herein, namely the said DJKA Developers Private Limited thereafter duly caused mutation of its name the records of the South Dum Dum Municipality with respect to All That the undivided property as purchased by it by the afore-recited Indenture dated the 4th day of March, 2025.

F. The Developer herein has negotiated with the tenants in the said Lot-A and after such negotiations 4 (Four) numbers of tenants have surrendered their respective tenancies in the said Lot-A unto and in favour of their respective Owners absolutely freely and forever and 7 (Seven) numbers of tenants have been temporarily accommodated and/or shifted elsewhere in the locality as an alternative accommodation by the Developer and such accommodated and/or shifted tenants would be given possession on the ___ floor of the new building from the Developer's Allocation to be constructed by the Developer in the said Property.

G. The Developer has registered the said Property under the provisions of **RERA** with the Authority concerned under **Registration No. _____ dated the _____ day of _____, 2024.**

H. The Owners and the Developer herein are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners herein regarding the said Property, have been completed.

I. The Allottee vide an Application dated _____ had applied for allotment of an apartment of an Unit in **RB 135** and has been allotted an residential **Unit No. _____** having a **Carpet Area** of _____ **Sq.ft.**, and **Exclusive Balcony/Verandah/Open Terrace Area**, if any, having area of _____ **Sq.ft.**, aggregating to **Net Area** of _____ **Sq.ft.**, **Type _____**, on the _____ **Floor** of the _____ Building/Tower in **RB**

135 presently under construction ("**Unit**") along with _____ number of covered car parking space/garage bearing No(s)._____ in the _____ **Floor** of the Building (**Please insert the location of the covered parking/garage**), ("**Garage**") as permissible under the applicable law and pro-rata share in the Common Areas (*defined hereinafter*) (hereinafter the said Unit and the said Garage are collectively referred to as the "**Apartment**"), more particularly described in the **THIRD SCHEDULE** hereunder written, to be constructed and completed in accordance with the Specifications, Amenities and Facilities as mentioned in the **FOURTH SCHEDULE** hereunder written and with right to use and enjoy the Common Areas in the Project as described in the **FIFTH SCHEDULE** hereunder by paying the Common Expenses in the Project as described in the **SIXTH SCHEDULE** hereunder and by observing the Common Rules as described in the **SEVENTH SCHEDULE** hereunder.

J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

L. 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.

M. The Allottee has been made aware and has unconditionally agreed that the other occupants of Apartments in the Building shall also have complete and unhindered access to all Common Areas of the Project. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Developer hereby agree to transfer their right title and interest in the Apartment together with the pro-rata share in the Common Areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee hereby agrees to purchase the Apartment.

N. It has been agreed by the parties hereto that the Association of the Allottees of all the other Apartments in the Project, as and when the Project is completed in its entirety, shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Developer hereby agree to transfer their right title and interest in the Apartment together with the pro-rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Purchaser hereby agree to purchase the Apartment.

P. The title of the Owners and the Developer to the said Property has been examined by the Allottee to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

Q. The Allottee has also seen and inspected the Plan for the time being sanctioned by the authorities relating to the Project and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.

R. The words or the expressions used in this Agreement are defined in **NINTH SCHEDULE** hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in the Recital at point no.36.

1.2.1 The Total Price of the Apartment is **Rs.** _____/- (Rupees _____ only) as per costs sheet attached hereto ("**Total Price of the Apartment**").

Sl. Nos.	Details	
1.	Unit Type	
2.	Floor	
3.	Flat Type	_____ BHK
4.	Unit Carpet Area (Sq.Ft.) more or less	
5.	EBVT (Sq.Ft.) more or less	

6.	Open Terrace (Sq.Ft.) more or less	
7.	SBUA (Sq.Ft.) more or less	
8.	Cost of the Apartment	
9.	Unit Price (including right to ____ car parking space(s))	
10.	GST (or any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates) @ ____ %	
11.	(Sale consideration (A)) Total with GST	Rs. _____/-

1.2.2 The Total Extras and deposits in respect of the Apartment is **Rs. _____/-** (Rupees _____ only) ("Total Extras and Deposits") as mentioned herein below and GST **Rs. _____/-** (Rupees _____ only) as applicable thereon. (Total amount including GST on Total Extras and Deposits is **Rs. _____/-**).

Extra Costs & Deposits (all mandatory)

EXTRAS AND DEPOSITS:				
Sl. Nos	Details/ Particulars	Unit	Rate (Rs)	Amount
1	Advance Maintenance Deposit- (payable against 12 months advance maintenance charges for the Apartment)	Per Sq.Ft.		Rs. _____/-
2	Association Formation charges		-	Rs. _____/-
3	H.T./L.T. /Transformer	Per Sq.Ft.		Rs. _____/-
4	Generator charges	Per KVA		Rs. _____/-
5	Legal and Documentation Charges			Rs. _____/-
6	Sinking Fund	Per Sq.Ft.		Rs. _____/-
7	SBU is mentioned for the purpose of mutation fee calculation. Mutation to be done by the Allottee at his own cost of his own Apartment with South Dum Dum Municipality			On Actuals
8	Registration and stamp duty, Municipal/ Corporation Taxes, Electric meter, to be charged/paid by the Allottee			On Actuals
	Total			Rs. _____/-

	GST @ _____ %			Rs. _____/-
	TOTAL Extra costs & Deposits with GST (B)			Rs. _____/-
	Total Payable Consideration (A+B)			Rs. _____/-

The Total Consideration Price in respect of the Apartment is **Rs. _____/-** (Rupees _____ only) and the Total GST and/or Service tax amount is **Rs. _____/-** (Rupees _____ only) aggregating to **Rs. _____/-** (Rupees _____ only).

Legal and Documentation Charges:

- 1) Legal and Documentation Charges at the rate of **Rs. _____/-** (Rupees _____ only) per Sq.ft., of the Net Area or **Rs. _____/-** (Rupees _____ only) per Unit and other incidental charges for Registration of Agreement for Sale & final Conveyance Deed plus applicable GST. In all cases the said sum shall be payable in the following manner:

- A. 50% of the charges aforesaid would be paid at the time of execution of this agreement for Sale and
- B. the balance 50% on or before the date of commencement of liability or the date of execution of the Deed of Conveyance in respect of the said Apartment, whichever is earlier.

If there is delay on the part of the Purchaser to obtain, execute and register the Conveyance deed of the flat /Apartment agreed to be purchased for more than 6 (Six) months from the date of obtaining the Occupancy Certificate in respect of the Building, in such event the balance charges shall stand increased by ____% (____ percent) every year.

2. Nomination:

For the preparation of nomination agreement, a sum of **Rs. _____/-** (Rupees _____ only) plus GST as applicable and other incidental charges would be payable by the Allottee. Such nomination legal fees would be applicable and/or payable for all subsequent nominations of this agreement till the conveyance is executed.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of 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 Developer) 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 Developer shall be increased/reduced based on such change/modification;

- (iii) The Developer 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 Developer 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) covered/mechanical car parking(s) as provided in the Agreement.

2.1 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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 payable on subsequent payments.

2.2 The Allottee shall make the payment as per the payment plan set out in **FOURTH SCHEDULE ("Payment Plan")**.

2.3 The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @____% per annum for the period by which the respective instalment 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 Developer subject to fulfilment of the stipulated terms/condition, if any.

2.4 It is agreed that the present sanctioned plan may be amended/changed as per need and necessity of the Project from time to time subject to the provisions of the Act and approval and sanction of South Dum Dum Municipality, otherwise, the Developer 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 or building, as the case may be, without the previous written consent of the Allottee.

2.5 The Developer shall confirm the final carpet area that would be allotted to the Allottee after the completion of construction of the Building 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within 45 (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 Developer 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 1.2.1 of this Agreement.

2.6 The Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) the Allottee shall have exclusive ownership of the Apartment;
- (ii) the Allottee shall also have undivided proportionate share in the Common Areas of the Project. 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 Allottees/Owners/Occupiers of the Project, 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 Developer shall convey undivided proportionate title in the common areas to the Association of Allottees as provided in the Act;

- (iii) the computation of the price of the Apartment includes recovery of price of the share of the land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, and cost of finishing the Apartment as provided in specification etc., and includes cost for providing all other facilities as provided within the Project along with applicable taxes;
- (iv) legal fees has to be paid by the Allottee separately as provided in the cost sheet. Further, cost of registration, that is, stamp duty, registration charges and the other incidental expenses therefor has to be paid separately by the Allottee. After registration of the Conveyance Deed the Allottee will get the Apartment mutated in his name at his own cost with South Dum Dum Municipality.

2.7 It is made clear by the Developer and the Allottee agrees that the Apartment along with any allotted car parking space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the said Project is presently an independent, self-contained Project covering the said Property and is not a part of any other project or zone.

2.8 The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, 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 said Project). If the Developer 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 Apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the Apartment, 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.

2.9 The Allottee has paid a sum of **Rs.** _____/- (Rupees _____ only) and the GST amount is **Rs.** _____/- (Rupees _____ only) aggregating to **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 Developer 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 Developer within the time and in the manner specified therein:

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

3. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer, 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 Kolkata.

4. **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 Developer with such permission, approvals which would enable the Developer to fulfil 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

5. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

6. **TIME IS ESSENCE:**

Time is of essence for the Developer as well as for the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the common areas and facilities to the Association of the Allottees after receiving the Occupancy Certificate. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in **FOURTH SCHEDULE ("Payment Plan")**.

7. **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 Developer. The Developer shall develop the said Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The West Bengal Municipal Act, 1993, or The West Bengal Municipal (Building) Rules, 2007 including their subsequent amendments, and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the said Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

8. **POSSESSION OF THE APARTMENT:**

8.1 Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before _____, _____, 20____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer 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 Developer to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allottee within 45 (Forty-Five) days from that date. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claims, etc., against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2 Procedure for taking possession - The Developer, 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 ____ (____) days from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee upon his complying with all the terms and conditions herein. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agrees to pay the maintenance charges as determined by the Developer/Association of Allottees, as the case may be on and from the date of taking over possession or deemed possession of the Apartment. The Developer on its behalf shall offer the possession to the Allottee in writing within 30 (Thirty) days of receiving the Occupancy Certificate of the said Project.

8.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Developer as per clause 8.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and on compliance of the obligations of the Allottee, the Developer shall give possession of

the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.2, such Allottee shall continue to be liable to pay maintenance charges and other outgoings as may be applicable.

8.4 Possession by the Allottee – After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

8.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in **RB 135** as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from **RB 135** without any fault of the Developer, the Developer would be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (Forty-Five) days of such cancellation without any interest.

8.6 Compensation –

The Developer 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.

8.7 Except for occurrence of a Force Majeure event, if the Developer 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 its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the **RB 135**, without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment, with interest at the rate specified in the Rules within 45 (Forty-Five) days including compensation in the manner as provided under the Act. Provided that where the Allottee does not intend to withdraw from the **RB 135**, the Developer 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.

9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- (i) the Owners have absolute, clear and marketable title with respect to the said Property;
- (ii) the Developer has the requisite rights to carry out development upon the said Property and absolute, actual, physical and legal possession of the said Property for the Project;
- (iii) the Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project;
- (iv) except the loans and advances received by the Developer from **name of the Bank and Branch (if any)** and the mortgage created in respect of the said Property and the said Project, there are no other encumbrances upon the said Property or the Project;
- (v) there are no litigations pending before any Court of law with respect to the said Property or the said Project or the Apartment;
- (vi) all approvals, licences and permits issued by the competent authorities with respect to said Property and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, the said Property, Building and Apartment and common areas;
- (vii) the 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;
- (viii) the Developer 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 Property, including the said Project and

the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (ix) the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) at the time of execution of the conveyance deed in respect of the said Apartment the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees;
- (xi) the said Property or the said Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property or the said Project;
- (xii) the Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damage and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- (xiii) no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) of the said Property and/or the said Project has been received by or served upon the Developer; and
- (xiv) no part of the said Property is a Waqf property.

10. **EVENTS OF DEFAULT AND CONSEQUENCES:**

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

- (a) Developer 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; and

- (b) Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees 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 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 specified in the Rules within 45 (Forty-Five) days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the 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 Developer 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 2 (Two) consecutive months after notice from the Developer in this regard, the Developer shall be entitled to cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to it by the Allottee by deducting

the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID APARTMENT:

The Developer, on receipt of complete amount of the Price of the Apartment under this Agreement from the Allottee and the Allottee paying the stamp duty, registration charges and the expenses including the Advocates' fees, 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 Developer to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the Developer 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).

12. MAINTENANCE OF THE PROJECT:

- i) The Developer shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottees after completion of the said Project subject to its formation and registration upon the issuance of the Occupancy Certificate of the said Project. The Association shall be formed within a period of 90 (Ninety) days from the date of Occupancy Certificate of the said Project or as the Developer may deem fit. The said time period is indicative and subject to performance of other formalities by all the Allottees of the said Project.
- ii) In case the formation of the Association is delayed beyond the said period, the Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Developer or to the facility management company, the charges for such maintenance as fixed by the Developer at actuals.

Maintenance

- iii) During the interim maintenance period between obtaining of the Occupancy Certificate of the said Project and formation, registration and operationalization of the Association the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas, Amenities & Facilities.
- iv) The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities & Facilities will be required to provide manpower for maintaining the Common Areas, Amenities & Facilities wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "**pay by use**" basis, if any.
- v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's, etc. It will also include safety and security of the said Project such as fire detection and protection and management of general security control of the said Project.
- vi) The Rules/Bye-laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and the Allottee is bound to follow the same.
- vii) After the Common Areas of the said Project are handed over to the Association, the Association may adopt the Rules and the Bye-laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.
- viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such Association.
- ix) The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

- x) The Developer shall at an appropriate time within a maximum period of 30 (Thirty) days from the date of Occupancy Certificate of the said Project notify the detailed scheme of formation of the Association to the Allottees (as also to all other Allottees of other Apartments of the said Project) in accordance with applicable laws so as to enable them to constitute/form such Association.
- xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc., require replacement, up-gradation, additions, etc., the cost thereof shall be contributed by all the Apartment acquirers in the said Project on pro-rata basis as specified by the Association. The Developer and upon formation of the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions, etc., including its timings or cost thereof and the Allottee agrees to abide by the same.
- xii) The Allottee has also agreed to perform and observe terms and conditions covenants stipulations and obligations as mentioned in the **EIGHTH SCHEDULE**, for the use and occupation of the said Apartment which will also appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

13. **DEFECT LIABILITY:**

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

14. **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 his 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 obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Allottees from time to time.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/Maintenance Agency/Association of Allottees shall have rights of unrestricted access to all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developer and/or 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.

16. USAGE:

Use of Service Areas: The service areas, if any, as located within **RB 135**, shall be earmarked for purposes such as 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, etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his 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 jeopardised. The Allottee further undertakes, assures and guarantees that he 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 said Project, Building(s) therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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 of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project in general and this Project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he 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 own cost.

19. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Building named and known as **RB 135** after the building plan has been approved by the South Dum Dum Municipality or any other competent authority(ies) except as provided in the Act or herein provided.

20. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Developer executes this Agreement it shall not mortgage or create a charge on this Apartment/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/Building.

21. **APARTMENTS OWNERSHIP ACT:**

The Developer has assured the Allottee that the said Project in its entirety is in accordance with the provisions of the West Bengal Apartments Ownership Act, 1972. The Developer shall comply with various laws/regulations as applicable in the State of West Bengal.

22. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the 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 of the Agreement by the Allottees and secondly, appears for registration of the same before the concerned Registrar/Sub-Registrar/Registrar of Assurance as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer 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 Developer, then the Developer shall serve a notice on 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 excepting the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. The booking amount shall stand forfeited by the Developer.

23. **ENTIRE AGREEMENT:**

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

24. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said 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.

26. WAIVER NOT A LIMITATION TO ENFORCE:

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees 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 Allottees that exercise of discretion by the Developer in the case of one Allottees shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY:

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

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

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

29. 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.

30. **PLACE OF EXECUTION:**

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

31. **NOTICES:**

All notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer either by their respective e-mail addresses or by Registered Post at their respective addresses specified below:

1) **Allottee's Present Address/Correspondence Address -**

_____,
Post Office-_____, Police Station-_____,
Kolkata-700 ____.

Permanent Address - _____,
Post Office-_____, Police Station-_____,
Kolkata-700 ____.

e-mail address of the Allottee: _____

2) **Developer's Address -**

_____,
Post Office-_____, Police Station-_____,
Kolkata-700 ____.

e-mail address of the Developer: _____

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

32. JOINT ALLOTTEES:

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

33. GOVERNING LAW:

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.

34. DISPUTE/RESOLUTION:

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

35. MISCELLANEOUS TERMS:

- (a) The Total Price of Apartment finished as per the specifications includes recovery of proportionate price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, to the Apartment, lift, water line and plumbing and finishing common area with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the said Project.

- (b) If prior to execution of the conveyance, the Allottee nominates his provisionally allotted Apartment unto and in favour of any other person or persons in his place and stead, the Allottee may do so with the permission of the Developer subject to payment of Nomination fees of ___ % (___percent) on the price agreed herein to the Developer. Further, related legal fee for nomination will be payable separately to the advocate by the Allottee as per clause appearing at point 1.2.2 above.
- (c) The rights of the Allottee are limited to ownership of the said Apartment and the Allottee hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above nor have any claim in the other Apartments or Units together with exclusive garden area or any open space therewith in said Project save and except the designated Common Areas in the said Project which is more fully detailed and described in **SIXTH SCHEDULE**.
- (d) The Allottee has the right to visit the Project site to assess the extent of development of the said Project and his Apartment as the case may be, at his own risk, and with prior intimation to and permission from the Developer. The Developer including Project staffs and the Owners shall not be liable for any untoward incident or accident.
- (e) The Developer will not entertain any request for modification in the layouts of the said Apartment and external facade of the Building and the common areas, facilities and amenities in the said Project.
- (f) It is made clear by the Developer and the Allottee agrees that the said Apartment along with the parking spaces if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent, self-contained Project covering the land comprised in the said Property.
- (g) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Developer may make modifications, additions and alterations regarding the extension of the said Project and construction of an additional adjoining land to be developed thereon. Further, the Allottees has also consented to modifications of the lay out plan of the Project and specifications of the Project, the Common Areas, as may be deemed necessary and/or as may be advised by the Architects

and/or as may be required by any Authority and the same is and shall be deemed to be the prior written consent under the Act. Prior to the booking of the Apartment, the Allottee had been informed and made aware that the Project has been extended and an additional phase shall be developed thereon, further, the layout plans of the Apartments, Car parking Spaces, Common Areas and Amenities and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the prior written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas and Amenities mentioned in **SIXTH SCHEDULE** shall not be reduced to the detriment of the Allottee.

- (h) The decision of the architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion of the said Project shall be final and binding on the Parties.
- (i) If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Developer and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Developer within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- (j) The Developer shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts herein agreed and required to be paid by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Developer/Association of Allottees, as the case may be, after the issuance of the Occupancy Certificate for the said Project. The Developer shall hand over copy of the Occupancy Certificate of the Apartment/Project to the Allottee.

- (k) The Developer shall handover the Occupancy Certificate to the Association after the formation of the Association of Allottees.
- (l) It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Developer, the Allottee shall be deemed to have taken possession on the 15th day from the date of notice of possession which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the said Apartment, will be deemed to be the possession date.
- (m) In case of the Allottee committing any delay or default in any payment to be made to the Developer hereunder, then without prejudice to the other rights and remedies of the Developer in respect of such default hereunder or under law, the Developer may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Developer may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.
- (n) On and from the Possession Date or Deemed Possession:
 - (i) The Apartment shall be at the sole risk and cost of the Allottee and the Developer shall have no liability or concern thereof;
 - (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
 - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
 - (iv) All other expenses necessary and incidental to the management and maintenance of the said Project shall be paid and borne by the Allottee.
 - (v) After the date of possession or within 30 (Thirty) days

from the date of execution of the proposed Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the authorities and shall take all necessary steps and complete at the Allottee's own costs, the mutation of the Apartment in the Allottee's name within 6 (Six) months therefrom.

- (o) In case the Allottee fails or neglects to take possession of the said Apartment as and when called upon by the Developer as aforesaid or where physical delivery has been withheld by the Developer on grounds of breach/default by the Allottee, the Allottee shall in addition to any other applicable charges, be liable to pay holding charges @ Rs.____/-(Rupees ____ only) per sq.ft., per month, plus GST (if applicable), from the Deemed Possession Date to the Possession Date.
- (p) Where the Allottee proposes to cancel/withdraw from the **RB 135** without any fault of the Developer, the Allottee shall serve a 90 (Ninety) days' notice in writing on the Developer and on the expiry of the said period the allotment shall stand cancelled and, the Developer herein would be entitled to forfeit the entire booking amount of the said Apartment paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (Forty-Five) days of such cancellation without any interest or compensation or the Developer entering into another agreement with any other person within a period of 12 (Twelve) months from the date of such termination, whichever event shall happen later.
- (q) The Allottee acknowledges that in the event of Allottees terminating this Agreement for Sale for no default on the part of the Developer, the Developer is bound to suffer huge loss in as much as the said Apartment having remained blocked for the Allottee and as such, in the event the Allottee terminating or cancelling this Agreement for Sale, the Allottee waives the right to claim refund of balance amount until such time the Developer has entered into another agreement with any other person or before the expiry of 12 (Twelve) months from the date of such termination, whichever event shall happen later. On entering into such new agreement, the Developer shall refund the balance amount by cheque/demand draft. The Allottee shall be at liberty to claim refundable taxes from the concerned authorities.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp

duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(r) The Developer shall not be liable to rectify any defect occurring under the following circumstances:

- (i) if there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) if there are changes, modifications or alteration in electrical lines and wiring after said possession unto the Allottee, the Developer will not take any responsibility of any defect in electrical lines and wiring that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) if there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) if the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- (v) different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other

than as mentioned above the Developer shall get it rectified at its own cost;

- (vi) if the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee or his agent in the manner in which same is required to be maintained;
- (vii) if any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof;
- (viii) the liability of the Developer to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Developer or its contractor **AND FURTHER PROVIDED THAT** the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents, personnel, etc., of the Developer and/or due to normal wear and tear etc. **AND FURTHER PROVIDED THAT** no steps have been/or taken by the Developer of its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding;
- (ix) where the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee, the Developer shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Developer/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by

maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Project amenities and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

- (x) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in hereinabove; and
- (s) the Developer reserves unto itself the exclusive right to use any space in the ultimate roof and outer boundary walls of the said Project for the purpose of exhibiting/ displaying any neon sign, LED Logos, signage or any other mode of advertisement on three directions of the portion of the common roof and on a portion of the boundary wall or inside the open area of the said Project. The Developer shall install an exclusive LED Logo of **logo of the developer** on roof facing the _____ road and the power of lighting up the signage will be supplied from the common area meter. The Allottee shall not have any objection to the same. The Allottee or the Association of Allottees shall maintain the same at the common costs after handing over of the said Project to the Association.
- (t) The Allottee shall -

- i) Pay for electricity and other utilities consumed in or relating to the Apartment from the date of fit out.
- ii) Be obliged to draw wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the Building in which the Apartment is located save in the manner indicated by the Developer/Association (upon formation).
- iii) In case CESC/any other electricity supply agency decides not to provide individual meters to the said Project and makes provision for a High Tension Supply or Bulk Supply, the Developer shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to CESC/any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC/any other electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC/any other electricity supply agency, as per the norms of CESC/any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Developer for supply of electricity through sub meters.
- iv) The Allottee shall not have and/or claim any exclusive right over the remaining Roof which would form part of the penthouse to be separately dealt with by the Developer.
- u) The Allottee shall comply with, observe and carry out Common Rules and the covenants and obligations on his part detailed out in the **EIGHTH SCHEDULE** hereunder written and shall not violate the same in any manner.

THE FIRST SCHEDULE ABOVE REFERRED TO

Lot-A

ALL THAT the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, and butted and bounded in the manner following, that is to say:

ON THE NORTH	:	By property of Plot No.136, Lake Town;
ON THE SOUTH	:	By 60 feet wide VIP Jessore Link Road;
ON THE EAST	:	By property of Plot No.160, Block A Lake Town; and
ON THE WEST	:	By 40 feet wide South Dum Dum Market Road.

Lot-B

ALL THAT the piece and parcel of land containing an area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 27 (Twenty-Seven) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 4701 (Four Thousand Seven Hundred and One) Sq.ft., (on the ground floor 1414 (One Thousand Four Hundred Fourteen) Sq.ft., on the first floor 1715 (One Thousand Seven Hundred Fifteen) Sq.ft., and on the second floor 1572 (One Thousand Five Hundred Seventy-Two) Sq.ft.) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, butted and bounded as follows:-

<u>ON THE NORTH</u>	:	By the property of Plot No.137;
<u>ON THE SOUTH</u>	:	By the property of Plot No.135;

ON THE EAST : Partly by Plot No.158 and partly
by Plot No.159; and
ON THE WEST : By 40 feet wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

ALL THAT the land properties hereditaments and premises containing a total area about 8 (Eight) Cottahs 8 (Eight) Chittacks and 42 (Forty-Two) Sq.Ft., be the same a little more or less, together with structures stood thereat of a total covered area of 10,651 (Ten Thousand Six Hundred and Fifty-One) Sq.ft., situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Apartment/Unit)

ALL THAT the **Unit No.**___ having **Carpet Area** of ___Sq.ft., and Exclusive Balcony/Verandah/Open Terrace Area Or "**EBVT Area**", if any, having area of ___Sq.ft., aggregating to a Net area of ___ Sq.ft., Type ___, on the ___ **Floor** of the ___ Building/Tower in **RB 135** presently under construction ("Unit") along with ___ number(s) of garage/covered car parking space bearing nos. ___ each admeasuring (___) Sq.ft., in the ___ **Floor** of the ___ Building/Tower (**Please insert the location of the garage/covered parking**), ("**Garage**") now in course of construction on the said Property **TOGETHER WITH** the proportionate share in all common areas as permissible under law and delineated in the plan annexed hereto duly bordered by colour **RED** thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Payment Schedule)

The Total Price of the Apartment including Extra & Deposits shall be paid by the Allottee(s) in the following manner:

SL. Nos	Particulars	% of Total Consideration	Extra costs	Deposits	Consideration amount (in Rupees)	GST (in Rupees)	Total Amount Payable
---------	-------------	--------------------------	-------------	----------	----------------------------------	-----------------	----------------------

							(in Rupees)
1	Application Money	10%					
2	On Agreement	10%					
3	On completion of Piling	7%					
4	On completion of Ground Level	7%					
5	On casting of 1 st floor	7%					
6	On casting of 2 nd floor	7%					
7	On casting of 3 rd floor	7%					
	On casting of 4 th floor	7%					
	On casting of 5 th floor	7%					
	On casting of 6 th floor	7%					
	On casting of 7 th floor	6%					
	On casting of 8 th floor	6%					
	On casting of 9 th floor	6%					
8	On Possession	6%					
	Total Payable Consideration	100%	100%	100%			

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specifications, Amenities, Facilities of the Apartment)

STRUCTURE	::	RCC Frame.
WALL FINISHES	::	Exterior: Weather Coat/Snocem finish.
INTERIOR	::	POP finish on walls & ceiling.
WINDOWS	::	Premium UPVC, Glass shutters and grills.
DOORS	::	Good quality flush doors with standard ironmongery fittings and 7 ft. height.
FLOORING	::	Premium quality vitrified tiles with grout.
LOBBY	::	Well decorated lobby.
KITCHEN	::	Granite Counter top with stainless sink. 2 ft. Ceramic tiles dado above

		the counter, anti skid ceramic tiles on floor.
LIFT	::	Automated premium quality lift.
TOILET	::	Anti skid tiles on floor, premium vitrified tiles up to door height.
SANITARY WARE:	::	Corrosion free PPR/UPVC or equivalent pipes and fittings of supreme or equivalent. All taps and fittings of Jaguar or equivalent, wash basin, shower.
ELECTRICAL	::	Concealed Copper wiring, MCB, and switches of Havells or equivalent, AC Point, Exhaust fan point, Geyser Point, Designer lighting in common areas, fancy façade lighting.

AMENITIES:-

1. Optimum open area.
2. Decorated Lobby.
3. Common Toilet on Ground Floor.
4. 24X7 Water supply.
5. CCTV Monitoring.
6. Round the clock Security.
7. Updated Fire Fighting Equipment.
8. Automated lifts.
9. Well ventilated rooms.
10. Jacuzzi.
11. Multilevel Parking.
12. Drinking Water.
13. Well lit façade.

THE SIXTH SCHEDULE ABOVE REFERRED TO: **(Common Areas)**

1. The land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the Building or in the Project nor part of any Apartment, for the common use of all Apartments or by all Apartment Allottees necessary or convenient for the existence, maintenance or use of the Project as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.

3. All structural floor assemblies including the underside of such assembly ceiling.
4. All exterior walls of the Building including the exterior limestone façade of the Building and the structural masonry walls.
5. All windows, window frames, casements and mullions.
6. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Apartments) and all other mechanical equipment spaces (except those which are contained in any Apartments which serve or benefit all Allottees or other general common elements.
7. Staircase on all the floors lobbies corridors.
8. Staircase landings and lift landings on all floors.
9. Lift well.
10. Lift plant/car installation.
11. Lift room (Machine room less lifts are being provided in the Project).
12. Ultimate Roof.
13. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
14. Overhead water tank (domestic plus firefighting) underground water reservoir water pipes and other common plumbing installation.
15. Electrical wiring meters and fittings in the common areas.
16. Drainage and sewerage.
17. Fire Fighting system installation and allied equipment.
18. Passage pathways driveways and entrance.
19. Emergency common power back up (DG set).
20. All other facilities of the Building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Apartments or all Apartment Allottees.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Building or the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association of Allottees) be necessary and in a proper and

workmanlike manner all the wood metal stone and other work of the Building or the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building or the Project as usually are or ought to be.

3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment/Unit) in the Building or the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Building or the Project and providing such additional lighting apparatus as the Association of Allottees may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Allottees/occupiers of the Project.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Allottee/occupier of the Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association of Allottees may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.
21. In such time to be fixed annually as shall be estimated by the Association of Allottees (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the

Association of Allottees and shall only be applied in accordance with unanimous or majority decision of the members of the Association of Allottees and with the terms of this Schedule.

23. The Allottee under the scope of these presents undertakes to reimburse and/or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and/or taken by the Allottee herein in respect of his Apartment in the Project and such expenses incurred shall be reflected and/or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottee makes a default in making such payment for consecutive 2 (Two) months in such a situation the Association of Allottees shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee herein over and above the monthly maintenance charges.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Common Rules)

Part I - Restrictions

A. The Allottee shall not:

1. Partition the Apartment and/or the Car Parking Space.
2. Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.
3. Damage the Building or the common portions, amenities, facilities or any of the other Apartments or the Project by making any alterations or withdrawing any support or otherwise.
4. Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the common portions, save at the places earmarked therefore.
5. Place or cause to be placed any article in any of the common portions.
6. Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
7. Use or allow the Apartment or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
8. Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or

partition the same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Apartment in the Building where the Apartment of the Allottee will be situate.

9. Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Apartment save at the places provided therefore, provided that the Allottee may display a small and decent name-plate outside the main door of the Apartment.
10. Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the common portions which may be injurious or obnoxious to the other Allottees or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the Allottee may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.
11. Hang from or attach to the beams or the rafters of any part of the Apartment or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.
12. Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment acquirers.
13. Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Developer or the Association of Allottees, as the case may be.
14. Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Apartment or in its windows.
15. Hang or put any clothes in or upon the windows, balconies or any other portion of the Apartment which is visible from the outside or to outsiders.
16. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.
17. Install any air-conditioner, except in the approved places.
18. Affix or change the design or the place of the grills, the windows or the main door of the Apartment without prior approval of Developer or Association or FMC, as the case may be.

19. Make any internal addition, alteration and/or modification in or about the Apartment save in accordance with the then existing statutory building regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the Association or the FMC, as the case may be.
20. Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 A.M to 06:00 P.M and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Apartment is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment during the Board/University Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Developer or the Association of Allottees, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association, as the case may be.
21. Alter the outer elevation of the Building or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
22. Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Building.
23. Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Project.
24. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Building or cause the premium for the insurance to be increased.
25. Do or cause anything to be done in or around the Apartment or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof and/or to make any additions or alterations which are not permissible in law.
26. Close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the

colour scheme of the Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

27. Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Apartment.
28. Use the Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building to the owners and occupiers of the neighboring properties or for any illegal or immoral purpose.
29. Park car on the pathway or open spaces of the Building or the Project except the space allotted.
30. Obstruct other occupiers in hanging clothes at the places designated for such purpose by the Developer or the Association of Allottees in the roof of the Building.
31. Commit breach or violate such building rules and regulations as may be made applicable by the Developer before the formation of the Association of Allottees and after the Association of Allottees is incorporated to comply with and/or adhere to the building rules and regulations of such Association of Allottees.
32. Object on any additional construction activities being carried out or to be carried out by the Developer.
33. Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association of Allottees might have selected.

B. The Allottee shall:

1. Maintain the Project in general and the Building where the Apartment is situate for the purposes, with the intent and object for which the same is constructed.
2. Assist the Developer to form the Association of Allottees, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association of Allottees so formed.
3. Co-operate and assist in all manner with the Developer/ Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder,

and shall indemnify and keep the Developer/ Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer/ Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee.

4. Maintain, at their own costs, the Apartment in the same good condition, state and order in which the same is delivered to him, normal wear and tear accepted.
5. Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi-storied Building in the State of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.
6. Pay regularly and punctually every month and month by month the common area maintenance charges at such rates as may be decided, determined and apportioned by the Developer to the Developer and upon the formation of the Association of Allottees to such Association of Allottees, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not included within the scope of this clause but in the opinion of the Developer and/or Association of Allottees are issues or subject matters of common interest, the Allottee undertakes not to oppose the decisions taken by the Developer and/or Association of Allottees, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Developer and/or upon the formation of the Association of Allottees shall be conclusive and final.
7. Pay the charges for electricity only relating to the Apartment and proportionately relating to the Building and Project common portions, utilities and facilities.
8. Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartment Acquirers or the Developer/Association of Allottees, as the case may be, is hindered in any manner for any non or untimely payment.

9. Pay the proportionate rates, charges and fees of the South Dum Dum Municipality ("**Municipality**") till such time the Apartment is not mutated and separately assessed by the Municipality and thereafter timely pay all rates and taxes of the Municipality to ensure that none of the other Apartment Acquirers or the Developer/ Association of Allottees, as the case may be, is affected in any manner for any non or untimely payment.
10. Pay such further deposits as be required by the Developer/ Association of Allottees, as the case may be, from time to time.
11. Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Building.
12. Use the Apartment, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
13. Sign such forms, give such authorities and render such co-operation as may be required by the Developer/ Association of Allottees, as the case may be.
14. Pay, wholly in respect of the Apartment and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
15. Allow the Developer/ Association of Allottees, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
16. Ensure that the Building or the Project is maintained in a decent manner.
17. Pay, and undertake to pay, such damages on demand as ascertained by the Developer/ Association of Allottees, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.
18. Pay and undertake to pay interest at the rate of 2% per month in the event the Allottee fail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the

said damages and the interest thereon is not paid within 60 (Sixty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the Developer/ Association of Allottees, as the case may be, to discontinue any or all the facilities and utilities.

19. Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
20. Co-operate with the other Allottees/occupiers and the Developer or the Association of Allottees in the management and maintenance of the Building.
21. Allow the Developer to install Neon Sign on the ultimate roof or on the facade or terrace of the Building or a portion of the boundary wall and the Allottee hereby consents and waives all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Developer shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

Part II - Miscellaneous Rules/Covenants

1. If any alteration in the Project is required by the Municipality or any other authority, then the Developer may do so without any prior intimation or consent from the Allottee.
2. The right of the Allottee will remain restricted to the Apartment and the Car Parking Space(s). All the unsold Apartments and the Car Parking Space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
3. The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the Allottee shall not make any claim thereto in any manner whatsoever.
4. In all matters relating to construction of the Building and/or Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect of Project shall be final and binding and the Allottee shall not dispute the same or raise any objection thereto.
5. The common portions of the Project shall at all times be jointly enjoyed by all occupiers within the Project.

6. The Allottee shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the common portions of the Building and/or the Project and also the Allottee along with the other occupiers of the Building shall use the common portions Building for the purposes for which they are created and the Allottee along with the other occupiers of the Project shall use the common portions of the Project for the purposes for which they are created without hindering or encroaching upon the lawful rights of other occupiers of the Project.
7. The right of user of the Allottee of the common portions of the Building and the Project along with the Car Parking Space(s) shall not be transferable except along with the Apartment hereby sold and shall be deemed to be transferred with the Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
8. All Prior approvals as may be required by the Allottee for any specific purpose shall be in writing from the Developer or the Association of Allottees.

Part III - House Rules

1. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit in the Building.
2. No occupier in the Project shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his Apartment with such intensity as will disturb or annoy other occupants of the Building.
3. No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of Association of Allottees such approval are to taken from the Association of Allottees.
4. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Association of Allottees, as the case may be.
5. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which that were

- constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Apartment-owner in whose apartment it shall have been caused.
6. No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However, in case there is no service elevator then such pets can be allowed along with its owner.
 7. Garbage and refuse of the Apartments shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/Association of Allottees.
 8. As from the date of possession the Allottee shall be liable and agreed to make payment of the proportionate share of the amounts which may become payable to the Government of West Bengal and other local bodies in respect of the culvert which has been provided including making payment of the proportionate amount on account of repairs and maintenance of such culvert.
 9. Only drills can be used to drive nails into the walls of the Apartment. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the Association of Allottees, as the case may be.
 10. The entire Apartment has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the Apartment will trip down.
 11. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
 12. No unit/Apartment Allottee shall send any employee of the Developer or Association of Allottees on any private business or personal errand.
 13. Colour of external balcony shall not be changed since the same will then change the elevation of the Building.
 14. No games or sporting activities are allowed which may cause damage to the landscaped areas or the Building.
 15. The lobby should be kept clean at all times.
 16. No tenant of an Apartment shall be allowed to occupy such Apartment unless the tenant is introduced to the designated representative of the Developer or the Association of Allottees so that he may be recognized as a bona fide occupant of the Apartment for security and billing purpose.
 17. To register all domestic helps and drivers along with current photographs with the Developer or the Association of Allottees, as the case may be, and obtain identity cards that the Developer or

the Association of Allottees, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association of Allottees, as the case may be, will provide them. In the interest of security, no domestic helps and drivers shall be allowed entrance into the Building till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Developer or the Association of Allottees, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.

18. While sending any goods or materials out of the Apartment or the Property by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
19. Pets shall be immunized and be kept on a leash while in the common areas of the Project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the Project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
20. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas of the Project. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
21. No bills shall be stuck anywhere on the Building or in any place within the Project.
22. No cooking will be allowed in the Common Areas and Parking Spaces by the Apartment Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the Association of Allottees.
23. Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
24. Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
25. Car parking stickers should be obtained from the Association of Allottees (as and when created by Association) in order to allow

the Association of Allottees or Developer to track authorised vehicles.

26. The Developer or Association of Allottees shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.

THE NINTH SCHEDULE ABOVE REFERRED TO:
(DEFINITIONS)

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

ACT - means The Real Estate (Regulation and Development) Act, 2016 (Central Act XVI of 2016) as amended and/or substituted.

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Developer herein, inter alia, for preparation of this agreement and the Deed of Conveyance for transfer of the apartments in the Project.

ALLOTTEE(S) - according to the context shall mean all the prospective or actual Allottee(s)/Purchaser(s) who would agree to acquire any Unit in the Building.

APARTMENT(S) - shall mean self-contained Apartment(s) and Exclusive Balcony/Verandah/Open Terrace Area, if any, and car parking spaces and/or other space(s) in the Building capable of being held independent of each other.

ARCHITECTS - shall mean such person or persons who may be appointed by the Developer as the Architect for the Building.

ASSOCIATION OF ALLOTEES - shall mean an Association of Allottees in the Project to be formed by the Developer under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

BUILDING - shall mean the residential building being constructed on the said Property or on the part thereof according to the plan sanctioned by the South Dum Dum Municipality or any other sanctioning authority.

BUILT UP AREA- shall mean carpet area plus: (1) 100% area of the external walls which are not shared, (2) 100% area of the balcony area

or verandah, if any, (3) 50% area of the external walls shared by the Apartment and the adjacent apartment, (4) 50% area of the walls shared by the Apartment and the common facilities like- lift, lobbies, stairs, corridors, and so on.

CANCELLATION CHARGES - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; and (v) administrative charges as per Developer's policy.

CARPET AREA- shall according to its context mean the net usable floor area of the Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Apartment.

CAR PARKING SPACE - shall mean the spaces in the portions of the Basement/Ground (~~delete as required~~) Floor level of the Project whether covered or mechanical parking spaces expressed or intended to be reserved for parking of motor vehicles/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, lifts, roof of the building(s), overhead water tank, water pump and motor, driveways, common lavatories, Generator, Fire Fighting systems, and other facilities in the Building, more fully and particularly mentioned in the **SIXTH SCHEDULE** herein written for establishment, location, enjoyment, provisions, maintenance and/or management of the Building as decided by Developer after sanction of plan..

It is made clear that the Common Areas, Facilities and Amenities in the Project are for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as has been decided by the Developer. It is further made clear that the specified internal and external passages, passage-ways, garages, car parking spaces, driveways, pump house, water pump and motor, common lavatories, Generator, Fire Fighting systems, and other facilities in the Project to be specified separately would be for common use of all the Allottees or flat owners of entire Project.

COMMON EXPENSES - shall mean and include as mentioned in the **SEVENTH SCHEDULE** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common

services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

It is made clear that the expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities between all allottees of entire Project and also the allottees of any future phases of the Project and for rendition of common services in common to the Allottees of the Project to be specified hereafter shall be shared proportionately by and between the said Allottees. Provided however the charges payable on account of Generator, Electricity etc., consumed by or within any Apartment shall be separately paid or reimbursed to the Maintenance-in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

CO-OWNERS– according to the context shall mean all the buyers and/or purchasers and the joint holder(s), who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Developer.

DATE OF COMMENCEMENT OF LIABILITY – shall mean the date on which the Allottee(s) shall take actual physical possession of his/her apartment after fulfilling all obligations in terms of clause 8.2 hereinafter or the date next after expiry of the Completion Notice, irrespective of whether the Allottee(s) take(s) actual physical possession of the Apartment or not, whichever is earlier.

EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA or EBVT AREA– shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Apartment/Unit, meant for the exclusive use of the Allottee(s) or the occupiers.

NET AREA– shall mean sum of the carpet area of the Apartment/Unit and EBVT area.

PLAN - shall mean the plan sanctioned by the South Dum Dum Municipality being Building No.1368 dated 29.10.2024 for construction of Building comprising of basement, ground plus 9 (Nine) upper floors independent Building having self-contained independent units and covered/open parking spaces on the part of the said Property and wherever the context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

PROFESSIONAL TEAM - shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals engaged and/or contracted from time to time.

PROJECT - shall mean the development of the said Property by construction of the Building consisting of residential apartments with open areas and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Developer on the said Property or on the part thereof and to be known as **RB 135** in terms of this Agreement and the Plan(s) together with all easement rights and appurtenances belonging thereto.

RULES - shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under The Real Estate (Regulation and Development) Act, 2016.

REGULATION - shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.

SAID SHARE - shall mean proportionate undivided, indivisible, impartible, variable share in the land comprised underneath the Building(s) in the said land attributable to the said Apartment agreed to be purchased hereunder by the Allottees.

SAID APARTMENT - shall mean **ALL THAT** the residential Unit No. _____, containing **Carpet Area** of _____ Sq.ft., approximately together with an **Exclusive Private Balcony Area** of _____ Sq.ft., (total super built up area of _____ Sq.ft., approx.), be the same a little more or less, on the _____ **Floor** of the **Building RB 135** forming part of the

Project being constructed and completed in accordance to the Specifications as mentioned in the **FOURTH SCHEDULE** hereto and Together with _____ number of **Covered Car Parking** each admeasuring (____) Sq.ft., in the ____ **Floor** of the **Building** (hereinafter the said Unit and the said Garage are collectively referred to as **the said Apartment**) more fully and particularly mentioned and described in the **THIRD SCHEDULE** herein and delineated on the Floor Plan being **Annexure-A** hereto and bordered in colour **RED** thereon written, **out of the Developer's Allocation**, and Together With the said share, more fully and particularly mentioned and described in the **FIRST SCHEDULE** herein written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **FIFTH SCHEDULE** herein written along with the right to enjoy the same in common to the other allottee(s) of the Building and the Project by paying for the common expenses as more fully and particularly mentioned and described in the **SIXTH SCHEDULE** herein and also by observing and performing the common rules and obligations as more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** herein.

SAID PROPERTY - shall mean **ALL THAT** the land properties hereditaments and premises containing a total area about 8 (Eight) Cottahs 8 (Eight) Chittacks and 42 (Forty-Two) Sq.Ft., be the same a little more or less, together with structures stood thereat of a total covered area of 10,651 (Ten Thousand Six Hundred and Fifty-One) Sq.ft., situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **SECOND SCHEDULE** herein.

SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aeralis, tanks and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

SPECIFICATION - shall mean the specification for the Apartment as mentioned in the **FIFTH SCHEDULE** herein written subject to the alterations or modifications as may be suggested or approved by the Architect.

SUPER BUILT-UP AREA - of the Apartment means, the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common to other Apartment of the Building and area of cupboards, plumbing shafts, windows, projections, pergolas, and other elevation features, lofts and balconies with the Apartments plus proportionate share of area utilized for Common Areas and Facilities like podium etc., in the Building and the Project, overhead and underground water tanks, garden area, guard room, mumty room, pump room, electric substation, lifts at all levels etc., in the Building and the Project.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

IN WITNESSES WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata in
the presence of:

1.

2.

R E C E I V E D of and from the
within-named Purchaser the within-
mentioned sum of Rs. _____/-
(Rupees _____ only) being the part
of the Total Consideration Price of the
Apartment as per Memo below:-

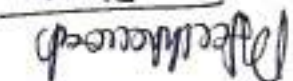
MEMO OF CONSIDERATION

DATE	CHEQUE/ DRAFT NO.	BANK PARTICULARS	AMOUNT
		TOTAL:	Rs. _____/

(Rupees _____ only).

Witnesses:

1.

DJKA DEVELOPERS PVT. LTD.

Director

.... PURCHASER

AND

.... DEVELOPER

DJKA DEVELOPERS PRIVATE
LIMITED

AND

.... OWNERS

MR. JAI SHANKAR ROY ALIAS JAY
SHANKAR ROY & ORS.

BETWEEN

DATED THIS DAY OF 2025
#####

AGREEMENT FOR SALE

RB 135

(Apartment No.____)

**VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.**