

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this _____ day
of _____, 20_____

BY AND BETWEEN

AMBUJA REALTY DEVELOPMENT LIMITED, (PAN: AAFC4593G), a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013, as amended up-to-date having its registered office at Ecospace Business Park, Block: 4B, 6th Floor, Premises No.IIF/11, Action Area-II, New Town, Police Station: New Town, Post Office: New Town, Kolkata-700160, District: North 24 Parganas, West Bengal, India, represented by its **Authorized Signatory**, _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of _____, working at Ecospace Business Park, Block: 4B, 6th Floor, Premises No.IIF/11, Action Area-II, New Town, Police Station: New Town, Post Office: New Town, Kolkata-700160, District: North 24 Parganas, West Bengal, India, duly authorized vide **Board Resolution** dated _____, hereinafter referred to as the "**Owner/Promoter**" (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 assigns):

AND

(1) _____, (PAN _____), (Aadhaar No. _____), (Mobile No. _____), _____ of _____, aged about: _____ years, by nationality: Indian, by occupation: _____, residing at _____, Post

Ambuja Realty Development Limited

Authorized Signatory

Office: _____, Police Station: _____, West Bengal, India, and (2) _____,
(PAN _____), (Aadhaar No. _____), (Mobile No. _____), _____ of
_____, aged about: _____ years, by nationality: Indian, by occupation:
_____, residing at _____, Post Office: _____, Police
Station: _____, West Bengal, India, hereinafter referred to as the "Allottee" (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean and
include his/her/their heirs, executors, administrators, successors-in-interest and permitted
assigns):

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

WHEREAS:

- A. (i) By virtue of the Indenture of Sale dated 2nd May, 2024, registered from the office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2024, at page 326404-326439, Being No. 190406562 for the year 2024, the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) (the vendor, therein)sold, transferred and conveyed the land measuring 10.50 Acres (42492 Sq. Mt.), more or less, being R.S./L.R. Plot No. 651 (Part) in Mouza Nonadanga, J.L. No. 10, recorded in L.R. Khatian No. 615, situate lying at and being Municipal Premises/Holding No. 826, Chowbhagha, PIN-700107, under Kolkata Municipal Corporation (KMC), ward No. 108, Police Station Anandapur (formerly, Tiljala), District South 24 Parganas, Additional District Sub-Registration Office Alipore, West Bengal ("Project Land/Total Land") to the Ambuja Realty Development Limited, (the Owner/Promoter, herein and purchaser, therein), free from all encumbrances. The Project Land is described in Part-"I" of Schedule-"A", herein below and demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure-'I'.
- (ii) The Owner/Promoter got possession of the Project Land/Total Land vide Memo No. MP-B/HIDCO/EM/22B/8400 dated 15.05.2024 from WBHIDCO and since then the Owner/Promoter is in lawful, khas, vacant and peaceful possession of the Project Land/Total Land.
- (iii) The Owner/Promoter got the Project Land/Total Land mutated in it's name as a owner in the records of B.L.&L.R.O., Kolkata, in L.R. Khatian No. 615, J.L. No. 10, Mouza-Nonadanga. The Owner/Promoter also got recorded it's name in the records of title of the KMC vide a certificate of mutation dated 21.11.2024, being Assessee no. 311080310436.
- (iv) The Owner/Promoter converted the Project Land/Total Land for development of the Project (defined below), from the District Land & Land Reforms Officer, South 24 Parganas, West Bengal.
- (v) The Owner/Promoter caused sanction of a single integrated building plan for the Project Land/Total Land by the Kolkata Municipal Corporation (KMC). The KMC vide their letter dated _____ (bearing Building Permit No. _____) granted sanction of the building plan, proposing development and construction on the Project Land/Total Land. The Project (defined hereinafter) is to be used for residential purposes with the allied amenities and facilities as approved by the authorities.

- (vi) The Owner/ Promoter is developing a building complex, christened as "**Utpalaa - The Condoville**" comprising residential buildings and a building with allied facilities (hereinafter altogether referred to as the "**Project**") on the Project Land/Total Land more fully described in **Part-"I"** of **Schedule-"A"** herein and depicted in RED border on the Map/Plan annexed hereto and marked as **Annexure-'I'**.
- (vii) The Project comprises of:
- (a) A cluster of six (6) (G+27) storied towers(s)/building(s) known as **Tower 1** (Prathama) **Tower 2** (Dwitiya), **Tower 3** (Tritiya), **Tower 4** (Chaturthi), **Tower 5** (Panchami) and **Tower 6** (Sasthi);
 - (b) One (1) B+G+2 storied tower/building comprising of various common facilities and amenities there at. The common facilities and amenities in this tower/building alongwith certain other facilities located on the 1st floor of Tower 3 (Tritiya) and Tower 4 (Chaturthi) altogether will be known as Residents' Activity Centre (RAC) and will be christened as "**Club Nova**"; and
 - (c) Basement +Ground floor structure having parking spaces in its basement & at ground floor and many recreational facilities, utilities, amenities and installations on its 1st floor podium level covered and open areas, which are dedicated to and intended for use and enjoyment in common by all the allottee(s) of the Project. These areas amenities and facilities are more particularly described in **Schedule- "D"** (hereinafter referred to as the "**Project Common Areas**"). This structure is connected with all the residential towers at Ground level and 1st floor podium level.

The development/ construction as detailed in (vii) (a) to (c) above shall be treated as a single and one real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (**Act**).

- B. The Owner/Promoter has obtained from KMC the final layout plan and approvals for the Project which is an integrated and composite single layout and building plan (having Building Permit No. _____ dated _____) sanctioned for the Project Land/Total Land. The Owner/Promoter agrees and undertakes that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- C. The KMC vide approval dated _____, has granted the commencement certificate to develop the Project.
- D. The Owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at _____ no. _____.
- E. The Owner/Promoter is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of the Owner/Promoter regarding the Project Land/Total Land on which the Project is to be constructed have been completed.

- F. The Allottee had applied for an apartment in Building/Tower ____ of the Project vide Application No. _____ dated _____ and has been allotted **ALL THAT residential Apartment No. _____** having carpet area of _____ Square Metre (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Metre, (equivalent to _____ Square Feet) more or less, [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet) more or less] Type _____, altogether located on _____ floor in Tower No. _____ (_____) within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ Number of _____ parking space, measuring _____ Square Meter (equivalent to _____ Square Feet more or less), as permissible under the applicable law, shall be earmarked, identified and allotted by the Owner/Promoter at a later date through issuance of an allotment letter in terms of this Agreement **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and the Owner/Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in **Schedule-"D"** hereto (hereinafter collectively, referred to as the "**Apartment**" more particularly described in **Part-"II"** of **Schedule-"A"** and the **Floor Plan** of the Apartment is described in **Schedule-"B"** and annexed hereto as **Annexure-'II'**).
- The Allottee hereby agrees with the Owner/Promoter that the Project Common Areas dedicated in the Project shall be used exclusively by the allottees in the Project along with the Owner/Promoter for the unallotted apartments therein.
- G. The Parties have gone through all the terms and conditions set out in this Agreement for Sale and understood the mutual rights and obligations detailed herein and on or before execution of this Agreement for Sale, the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- i. the floor plan, area and other dimensions and specifications of the Apartment;
 - ii. the layout plan and sanctioned plan of the Project and the Tower containing the apartment; and;
 - iii. the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement for Sale is being executed; and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever.
- H. The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- I. 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 for Sale and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.
- J. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sale and the Allottee hereby agrees to purchase of the Apartment and the exclusive right to

use the Parking Space(s)(defined below)as specified in **paragraph F** of the recitals, herein above.

- K. The Allottee has caused necessary due diligence and satisfied himself/itself about the (i) rights of the Owner/Promoter and (ii) right & interest of the Owner/Promoter in respect of the Project Land/Total Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

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 for Sale, the Owner/Promoter agrees to sale to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **paragraph F** of the recitals, above;
- 1.2 The total price of the Apartment based on the Carpet Area is **Rs. _____/- (Rupees _____only) ("Total Price")**. The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price:	
Part I (Consideration)	
Apartment No.	
Particulars	Amounts (Rs.)
Apartment	
Total	
Part II (Other Charges & Deposits)	
Particulars	Amounts (Rs.)
Interim Maintenance Charge (equivalent to 1 (one) year Maintenance Charges)	
Maintenance Security Deposits equivalent to 2 (two) years' Maintenance Charges	
Maintenance Corpus/Sinking Fund	
Documentation Charges	
DG Charges	
RAC Membership Charges	
Reticulated Gas Provision Charges	

RAC Annual Subscription Charges (One year)	
Total	
Taxes	
Grand Total (Part I + Part II + Taxes)	

EXPLANATION:

- i. The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Promoter 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 Owner/Promoter, by whatever name called) 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 Owner/Promoter shall be increased/reduced based on such change/modification;
- iii. The Owner/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such intimation. In addition, the Owner/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of the Apartment includes recovery of price of the Apartment, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing, electrical wiring, electrical connectivity to the apartment(s), lift, water line and plumbing, finishing with POP putty, flooring as specified, doors, windows, fire detection and firefighting equipment in the Project Common Areas, maintenance charges as per **Clause 11** etc. and includes cost of all other facilities, amenities and specifications to be provided in the Apartment and the Project as per **Schedule-"E"** and **Schedule-"F"** hereto and also the other charges/ deposits etc. more particularly mentioned in the Total price as detailed in **Clause 1.2** hereinabove.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the KMC/Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by KMC/ Competent Authority or any other authority from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Owner/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in

Schedule-"C" (hereinafter referred to as the "Payment Plan").

- 1.5 The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of _____% () percent 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 Owner/Promoter.
- 1.6 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specification and the nature of fixtures, fitting and amenities described herein at **Schedule-"E"** and **Schedule-"F"** in respect of the Apartment and the Project, as the case may be, without the previous written consent of the Allottee. **Provided** that the Owner/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Owner/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Tower is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, 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 Owner/Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Owner/Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted to the Allottee, the Owner/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-"C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement for Sale.
- 1.8 Subject to paragraph 9.3 the Owner/Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- i. The Allottee shall have exclusive ownership of the Apartment together with the proportionate, indivisible, undivided, impartible interest in the Project Common Areas;
 - ii. The Allottee shall also have undivided, indivisible and variable proportionate share of the Project Common Areas which pertains to both the Tower/Building in which the Apartment is situated and the Project. Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided and separated, the Allottee shall use the Project Common Areas, along with other allottees/occupants of the Project, maintenance staff etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable. It is clarified that the Owner/Promoter shall convey the undivided proportionate title in the Project Common Areas to the association of the allottee(s) as provided in the Act;

- iii. That the computation of the Total Price of the Apartment includes recovery of consideration of the land, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Project Common Areas, maintenance charges as per **paragraph 11** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project/as provided in **Schedule-"E"** and **Schedule-"F"** hereto;
- 1.9 It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment along with exclusive right to use Parking Space(s) (*defined below*) as specified in **paragraph-F** hereinabove shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project covering the Project Land/Total Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Specifications, Amenities And Facilities of the Project/shall be available only for common use and enjoyment of the allottee(s) of the Project subject to payment of maintenance and management charge in respect therefore.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely **Utpalaa - The Condoville**, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Owner/Promoter 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 Project). If the Owner/Promoter fails to pay all or any of the outgoings collected by it from all Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Owner/Promoter 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 therefore by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule-"C"** as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is

payable, he/she/it shall be liable to pay interest at the rate specified in the Rules of the Act.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement for Sale and Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan described in Schedule-"C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "_____ "payable at _____.

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

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

3.2 The Owner/Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement for Sale, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPORTION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the Project/and handing over the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project/. Similarly, the Allottee shall make timely payments of instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale subject to the simultaneous completion of construction by the Owner/Promoter as provided in **Schedule-"C"("Payment Plan")**.

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

The Allottee has seen the offered specifications amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and layout plans [annexed along with this Agreement for Sale] which has been approved by the Competent Authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities mentioned herein. Subject to the terms in this Agreement for Sale, the Owner/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the KMC and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, Rules/Regulations framed under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement for Sale.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the Apartment:** The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement for Sale. The Owner/Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Apartment of **Tower No. _____** on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Owner/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated, and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its liabilities under this Agreement for Sale. It is clarified that all amounts collected as GST and deposited with the appropriate

authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

7.2 Procedure for taking possession: The Owner/Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement for Sale, to be taken within 3 (three) months from the date of issue of such notice and the Owner/Promoter shall give possession of the Apartment to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Owner/Promoter/Association of the Allottee, as the case may be. The Owner/Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the respective tower(s), as the case may be of the Project.

7.3 Failure of Allottee to take possession of Apartment: Upon receiving a written intimation from the Owner/Promoter as per paragraph 7.2 above, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Sale, and the Owner/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charge as applicable.

7.4 Possession by the Allottee: After obtaining the Completion Certificate or partial completion certificate, as the case may be, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including Project Common Areas, to the Association of the allottees or to the Competent Authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the

terms of this Agreement for Sale, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee interest at the rate specified in the Rules of the Act for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:**

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

- i. The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land/Total Land; requisite rights to carry out development upon the Project Land/Total Land and absolute, actual physical and legal possession of the Project Land/Total land for developing the Project;
- ii. The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Project Land/Total Land, except mortgage and hypothecation created for the development of the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land/Total Land or the Apartment.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land/Total Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land/Total Land, the Tower(s) and the Apartment and the Project Common Areas;
- vi. The Owner/Promoter has the right to enter into this Agreement for Sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owner/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land/Total Land, including the Apartment which will, in any manner, affect the rights of Allottee under this Agreement for Sale;
- viii. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling of the Apartment to the Allottee in the manner

contemplated in this Agreement for Sale;

- ix. At the time of execution of the Deed of Conveyance, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be;
- x. The Project Land/Total Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land/Total Land;
- xi. The Owner/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority. The Owner/Promoter, however, will not pay municipal taxes and other levies with respect either to the Apartment or the taxes, levies cess proportionate to it's share/interest in the Project Common Areas on and from the Deemed Date of Possession of the Apartment.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land/Total Land.
- xiii. The Project Land/Total Land is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure clause, the Owner/Promoter shall be considered under a condition of Default, in the following events:
 - i. The Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in paragraph 7.1. For the purpose of this paragraph 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
 - ii. Discontinuance of the Owner's/Promoter'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 thereunder.
- 9.2 In case of Default by the Owner/Promoter under the conditions listed above, the Allottee is entitled to the following:
 - i. Stop making further payments to the Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

- ii. The Allottee shall have the option of terminating this Agreement for Sale in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owner/Promoter on the unpaid amount as the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months (as referred to 9.3(i) above) after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement for Sale shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale by the Owner/Promoter or the Allottee, as the case may be, the Owner/Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land/Total Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

10. **DEED OF CONVEYANCE OF THE APARTMENT:**

The Owner/Promoter, on receipt of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Project Common Areas within 3 (three) months from the date of issuance of Occupancy Certificate/ Completion Certificate/partial OC/ partial CC/ block wise OC/block wise CC or such other certificate by

whatever name called and issued by the competent authority. 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 Owner/Promoter to withhold registration of the deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Owner/Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. **MAINTENANCE OF THE TOWERS/APARTMENT/PROJECT:**

- (a) The Owner/Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association (*defined hereinafter*) of the allottees. The cost of such maintenance for 1 (one) year from the deemed date of possession of the Apartment ("**Interim Maintenance Period**") has been included in the Total Price of the Apartment and termed as "**Interim Maintenance Charges**". It is further clarified that after the Interim Maintenance Period, the maintenance charges for the Project Common Areas And Facilities shall be liable to increase from time to time by the Owner/Promoter/Association, as the case may be. So long as the maintenance of the Project Common Areas Facilities are not taken over by the Association (*defined hereinafter*), the maintenance activities will be operated by the Owner/Promoter or through its nominee on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance of the Project Common Areas & Facilities.
- (b) It is assumed that the Association (*defined below*) shall be formed, and maintenance and management of the Project Common Areas & Common Facilities will be taken over by the allottees within a period of 1 (one year) from the date of the Completion Certificate of the last Tower of the Project or the Completion Certificate of the entire Project is received. In case the formation of the Association(*defined below*) is delayed beyond the 1 (one) year period from the date of completion of the last Tower of the Project, the Owner/Promoter may provide and maintain the essential services on ad- hoc basis in the Project till the Association(*defined below*) is formed and the Project is handed over to the Association(*defined below*) and the Allottee shall pay without any demur and delay to the Owner/Promoter, the Maintenance Charges as may be decided by the Owner/Promoter or it's maintenance agency for providing such maintenance or the Owner/Promoter may hand it over to the Competent Authority under the Act.
- (c) It is clarified that since most of the common facilities, utilities, amenities and installations are spread across the podium (*described above*) of the Project, which will be ready in its entirety only after completion of the last tower/building in the Project and therefore, these facilities will be ready for use after the last tower/building is completed. Therefore, the Allottee cannot site the non-

completion of entire project common area as the evidence of non-fulfilment of the promise(s) in this Agreement for Sale.

- (d) In case the Apartment is handed over to the Allottee before completion of all the towers/building, then, and, in that event, the Allottee will be liable to pay the common area maintenance charges in the manner as may be decided by the Owner/Promoter.
- (e) The Allottee has agreed to pay the Interim Maintenance Charges mentioned in clause 1.2 above which is included in the Total Price of Apartment. The computation/ calculation of the maintenance charges at present is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO), Ministry of Statistics and Programme Implementation as on January, 2025 assuming that the Association shall be formed and maintenance and management of the Project Common Areas and facilities will be taken over by the allottees within a period of 1 year from the date of completion of the entire Project with all the towers/buildings (including the RAC facility building).

11.1 Formation of Association:

- b. The Project Common Areas and Facilities shall be handed over to the Association upon it's formation by the allottees of the Project under the West Bengal Apartment Ownership Act, 1972 (Amended up-to-date) (the "**ASSOCIATION**").
- c. It is incumbent on the allottees to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- d. The Owner/Promoter shall at an appropriate time or within a maximum period of 6 (six) months from the Date of receiving Completion Certificate of all the Towers of the Project shall notify the allottees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association. It is clarified that the Association shall be formed and Project Common Areas and Facilities shall be transferred to the Association only after completing construction of all Tower(s)/buildings and receiving certificate therefor.
- e. The Allottee, when called upon to do so by the Owner/Promoter, shall execute the necessary Declaration in **Form-A**, for submission of the Project to the provisions of the Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself or through their attorneys, as may be advised by the Owner/Promoter for smooth and hassle free completion of the whole process.

11.2 Extended Interim Maintenance Period: During the extended maintenance period (i.e. the period of maintenance beyond the Interim Maintenance Period but before the handing over of the maintenance and management of the Common Areas & Facilities to the Association) the Owner/Promoter shall run, operate, manage and maintain (i) the RAC and (ii) the Project Common Areas & Facilities broadly in the following manner:

- (i) **The Residents' Activity Centre (RAC) and its Maintenance:**

- (a) The Owner/Promoter will set up a RAC (as described in () above) which will be constructed by the Owner/Promoter for use of the allottees in the Project. The RAC will form part of the Project Common Areas and Facilities and will be handed over to the Association in due course.
- (b) The Owner/Promoter shall endeavour that running the RAC shall be done efficiently. The manpower for running the RAC facilities and collection of monthly subscription, guest charges and the user charges for the utilities/facilities (provided on "pay by use" basis) will be managed by the person appointed and made responsible by the Owner/Promoter.
- (c) During the Interim Maintenance Period and the Extended Interim Maintenance Period, the RAC shall be managed by the Owner/Promoter either by itself or through its nominee.
- (d) All the allottees of the residential apartments of the Project will be a member of the RAC. The Charges payable by the Allottee for becoming a member of the RAC has been included in the Total Price.
- (e) One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the apartment. The allottees may also request for Additional Membership for family member of the Allottee who lawful occupant(s) in their apartment(s) (Additional Membership) will be, which may be permitted by the Owner/Promoter, subject to confirmation from the allottees and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)	—	On Allotment of Additional Membership

- Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the allottees.
 - The tenant/lessee/licensee of the allottees may use the RAC facilities on written confirmation of the allottee as their tenant/lessee/licensee and on payment of monthly subscription only.
- (f) The allottees and the Additional Member(s) of the RAC may use the RAC facilities subject to payment of the monthly subscription ("Monthly Subscription") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)	—	From the date of commencement of RAC operations

- *This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.*
- (g) The allottees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.
 - (h) If the members bring guests to use the RAC facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the RAC.
 - (i) Some of the facilities at the RAC shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription. The detailed terms and conditions would be mentioned in the Interim Rule Book/Dos & Don'ts/SOP.
 - (j) Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
 - (k) The Allottee understands and accepts that the RAC subscription charges will be applicable on and payable by the Allottee on taking possession of the Apartment. It is clarified that all the facilities of the RAC will only be ready/operational for use after all the towers/buildings including the facility building are completed. However, if at the time possession of the Apartment, some of the RAC facilities are made operational, then, and in that event, the Allottee as a member of the RAC, shall be entitled to use all those facilities which have been made operational at that point of time subject to payment of the RAC Subscription Charges in the manner and in the ratio as may be decided by the Owner/Promoter.
 - (l) In case the Apartment is transferred by the Allottee, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the RAC.
 - (m) In case, the member becomes bankrupt or insolvent or makes any compromise arrangement with the creditors or does or suffers any act or things whereby the member becomes liable to the provision of Bankruptcy or Insolvency laws for the time being in force or have been adjudged bankrupt or insolvent, the RAC membership will automatically cease to exist.
- (ii) **Maintenance of Other Common Areas & Facilities:** The maintenance and management of the Project Common Areas and Facilities will primarily include but not limited to maintenance of Internal Water supply, common Electrical installations, DG Sets, Solar Panels (if installed), Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include general safety and security of the Project Common Areas such as fire detection and protection and management of general security control of the Project.

11.3 The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and Facilities, including that of the RAC shall, during the Interim Maintenance Period and the Extended Interim Maintenance Period, be framed by the Owner/Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (a) **Air Conditioning:** The Owner/Promoter will fix the outdoor unit (ODU) of the Variable Refrigerant Flow (VRF) air-conditioning system at the designated place and connect the indoor unit (Standard high wall) with the refrigerant pipes (two in number - one supply and other return) in all the rooms and living area of an Apartment. The VRF air-conditioning system is provided only for the bedrooms and living room of the Apartment. The air-conditioning system does not cover the kitchen, apartment corridors, balconies, servant rooms etc. of the Apartment. The refrigerant pipelines shall follow the designed path and shall be exposed. In no case the Owner/Promoter would allow the change or customize the layout or path of the refrigerant pipelines. The Allottee at its own cost would do interior works, boarding, panelling etc if it desires to conceal the refrigerant pipes of the VRF refrigerant lines connecting the outdoor to various indoor units. As part of the handing over possession process, the Owner/Promoter will share a detailed Do's & Don'ts manual with the Allottee. The Allottee must strictly adhere to these guidelines related to installation and maintenance of the air conditioning system. In case the Allottee desires to change the indoor units from highwall unit to other type of units like cassette type or above ceiling Fan Coil Unit (FCU) type, it shall directly enter into agreement with the supplier of the original indoor units and bear all the cost related with such changes. The Allottee shall note that in case any change in the provided air-conditioning system is made with any supplier other than the one engaged by the Owner/Promoter, responsibility of the warranty for the system shall not be available to the Allottee.
- (b) **Balconies/Terrace:** To maintain the aesthetics of the Tower(s)/Building(s) and to provide equal enjoyment to all the allottees, drying of clothes etc. is not advisable in the main balcony. The Allottee understands that drying /hanging clothes which is visible from the open common areas interferes with aesthetics of the Project. The balconies in the Apartment will always remain balcony and no glazing/grill/cover will be permitted in the balconies to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade of the Project is permitted. The design intent of the architects will be required to be maintained by the Allottee. In case the Allottee wants to put railing for his/her safety, he can do so only after due approval from the architect and as per guidelines given by the Owner/Promoter. Fixing tiles and change in shade/colour scheme in walls of balcony is not allowed as it aesthetically disturbs the façade or elevation of the tower/building. In case it is found that the Allottee has not followed the guidelines in this regard, the Owner/Promoter and/or the facility manager appointed by the Owner/Promoter will take necessary actions including but not limited to stopping the work immediately.

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

- 11.5 **Maintenance & Other Security Deposits:** The Allottee, on or before possession, shall deposit and amount equivalent to 2 (two) years maintenance charges (the "**Maintenance Security Deposit**") which amount is part of the Total Price of the Apartment as mentioned in Clause 1.2 hereinabove. All tax liabilities on account of the Maintenance Security Deposit shall be borne by the Allottee. The Owner/Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The Maintenance Security Deposit after adjustment/ recovery of dues, if any, will be transferred/ handed over by the Owner/Promoter without any interest to the Association at the time of handing over the maintenance and management of the Project to the Association. **PROVIDED HOWEVER,** the Allottee understand that prior to handing over the Maintenance Security Deposit to the Association, the Owner/Promoter shall be fully entitled and the Allottee hereby authorize the Owner/Promoter to deduct out of the deposits any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas as well as the non-receipt of the Maintenance Charge from the Allottee and the Owner/Promoter shall give due account of such deduction to the Association.
- 11.6 **Maintenance Corpus/Sinking Fund:** The Total Price includes an amount of Rs. _____/- (Rupees _____only) (**Maintenance Corpus/Sinking Fund**) for creation of Maintenance Corpus/ Sinking Fund towards creation of a maintenance corpus / sinking fund for major repairs, renovation and/or reconstruction of the Project Common Areas and Facilities of the Project and/or for similar other eventualities. All tax liabilities on account of the Maintenance Corpus/Sinking Fund shall be borne by the Allottee. The maintenance corpus/sinking fund shall be held, invested and applied by the Owner/Promoter as a trustee of the allottees of the Project without requiring the express consent or approval of the allottees. Subject to adjustment/recovery of any expenses incurred by the Owner/Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas and facilities, this Maintenance Corpus/Sinking Fund together with interest (calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate)) net of Income Tax will be handed over to the Association at the time of handing over maintenance and management of the Project Common Areas and Facilities of the Project.
- 11.7 **Default In Payments of Usage Charges Of Common Facilities During The Interim Maintenance Period:**
- Till such time Association has taken over maintenance and management of the Project Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest @2%(two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 11.8 **Unrestricted access:** The Owner/Promoter (or its nominated agency) or the Project Association, as the case may be, shall have rights of unrestricted access of all Project Common Areas, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit either of them 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.

12. **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 Owner/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/ Promoter'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.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Project 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.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Owner/Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Project Common Areas and facilities, garage/covered/closed parking spaces for providing necessary maintenance services and the Allottee further agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise (emergency repairs), with a view to set right any defect.

15. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, STP, 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition

and shall not do or suffer to be done anything in or to the Tower, 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 addition 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 Block is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that it will not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Tower/Building or anywhere on the exterior of the Project or Project Common Areas. The Allottee shall also not change the colour scheme of the outer walls or balcony or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. The Allottees will not change, modify or change the colour scheme of the main door of the Apartment opening to the lobby/common corridor. 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 Project/Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

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

18. **ADDITIONAL CONSTRUCTIONS:**

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

19. **OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:**

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

20. **APARTMENT OWNERSHIPACT:**

The Owner/Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Owner/Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

This Agreement for Sale, along with its schedules and annexure constitutes the entire Agreement for Sale 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.

23. **RIGHT TO AMEND:**

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

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

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

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Sale, waive the breach by the Allottee in not making payments as per the Payment Plan **Schedule-"C"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the

Owner/Promoter to exercise such discretion in the case of other allottees.

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

26. **SEVERABILITY:**

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

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

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

28. **FURTHER ASSURANCES:**

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 for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement for Sale shall be completed only upon its execution by the Owner/Promoter through their authorized signatories at the Owner's/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Allottee, in Kolkata after the Agreement for Sale is duly executed by the Allottee and the Owner/Promoter simultaneously with the execution the said Agreement for Sale shall be registered at the Office of the concerned Sub-Registrar, West Bengal. Hence this Agreement for Sale shall be deemed to have been executed at Kolkata, West Bengal.

30. **NOTICES:**

That all notices to be served on the Allottee and the Owner/Promoter as contemplated in this Agreement for Sale shall be deemed to have been duly served if sent to the Allottee or to the Owner/Promoter by Letter through registered post/ speed post and/ or e-mail (on the e-mail ID provided by the Allottee/Owner/Promoter) which is specified below:

(A) **AMBUJA REALTY DEVELOPMENT LIMITED**

Ecospace Business Park, Block: 4B, 6th Floor, Premises No. IIF/11, Action Area-II,
New Town, Police Station: New Town, Post Office: New Town, Kolkata-700160,
District: North 24 Parganas, West Bengal, India
Email -

(B) _____

Email -

It shall be duty of the Allottee and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Agreement for Sale 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 Owner/Promoter or the Allottee, as the case maybe.

It is further clarified that the abovementioned registered e-mail ID shall be deemed as mode of communication in respect of the said Apartment.

31. **JOINTALLOTTEES:**

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

32. **GOVERNINGLAW:**

That the rights and obligations of the parties under or arising out of this Agreement for sale shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISPUTERESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for Sale, 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.

[The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. **TAXES:**

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Owner/Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Owner/Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

35. ASSIGNMENT OF AGREEMENT FOR SALE:

The Allottee cannot assign this Agreement for Sale before expiry of 18 (eighteen) months from the date of execution hereof till the Promoter issuing the Notice of Possession of the Apartment, subject to the following conditions:

- i) The profile of the assignee is accepted by the Owner/Promoter;
- ii) An assignment fee equivalent to 3%(three percent) of the Consideration of the Apartment together with applicable taxes if any payable, has been paid to the Owner/Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the Agreement for Sale has already been paid to the Owner/Promoter.

36. MISCELLANEOUS:

A. The Allottee Doth Hereby Agree with The Owner/Promoter as follows:

- i. The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Project Common Areas.
- ii. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- iii. The Allottee shall indemnify and keep indemnified the Owner/Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.
- iv. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project and which may be assessed, charged or imposed upon either on the Owner/Promoter or the Allottee or occupier thereof whether in respect of the Apartment or the Project and the Project Common Areas in accordance with the provisions of relevant laws.

- v. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Project Common Areas and to keep the Owner/Promoter saved harmless and indemnified for all losses claims and demands which the Owner/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- vi. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and to keep the Owner/Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Project Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.
- vii. The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- viii. The Allottee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- ix. The Allottee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas, the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation.
- x. The Allottee shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.
- xi. The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas.
- xii. The Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities described in this Agreement.
- xiii. The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.
- xiv. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of Conveyance in respect of the Apartment in favour of the Allottee. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds of conveyance for the purposes of separately conveying the Project Common Areas of the Project to the Association.

B. THE OWNER/PROMOTER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:

- i. That any relaxation and indulgence granted by the Owner/Promoter to the Allottee shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Sale.
- ii. That in relation to **Clause 2** of the Agreement for Sale, it is hereby clarified that the Allottee shall make all payments towards the various charges, deposits, sinking fund and taxes (including GST or cess levied thereon) comprised in the Total Price in addition to the cost of the Apartment through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "_____ " payable at _____.
- iii. In relation to **Clause 7.2** above, the Owner/Promoter clarifies that the notice for possession will be given in writing to the Allottee specifying that the Allottee is required to take possession within 3 (three) months as articulated in Clause 7.2 above. In case the Allottee fails to take physical possession of the Apartment within the date of expiry of the 3rd month of the notice of possession, the Allottee for all practical purposes will be deemed to have taken the possession of the Apartment (**Deemed Date of Possession**) and will be liable to pay all outgoings fully in respect of the Apartment and proportionately in respect of the Project Common Areas in the manner as agreed herein.
- iv. In relation to **Clause 7.3** of this Agreement for Sale, the Allottee agrees, acknowledges and understands that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the time stipulated by the Owner/Promoter in paragraph 7.2, then, the Allottee shall pay to the Owner/Promoter a guarding/holding charges at the rate of **Rs. 5,000/- (Rupees Five Thousand only)** per month. Apart from guarding/holding charges, the Allottee shall continue to be liable to pay maintenance charges as applicable as specified in paragraph 7.2 above and all other outgoings as mentioned in this Agreement for Sale.
- v. In relation to **Clause 7.5** of this Agreement for Sale, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Owner/Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Owner/Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Owner/Promoter, the Owner/Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Owner/Promoter. Nothing contained in Clause 7.5 and this Clause shall preclude the Owner/Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- vi. In respect of **Clause 9.3** of the Agreement for Sale, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Owner/Promoter or the Allottee, as the case may be, the Owner/Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project or the Project Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Owner/Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement for Sale, the Allottee will grant a specific irrevocable power of attorney in favour of the Owner/Promoter, granting power to the Owner/Promoter to execute and present for registration on his/her behalf the Deed of Cancellation in respect of the Apartment. The power will however be invoked by the Owner/Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the Deed of Cancellation as afforested.
- vii. In addition to whatever has been specifically agreed in **Clause 11** above, the Parties agree as follows:
 - a. **Insurance:** In accordance with Section 16 of the Act, the Owner/Promoter shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Project Common Areas & Facilities of the Project are handed over to the Association or to the Competent Authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of till the Common Areas & Facilities are taken over by the Association.
 - b. **Telecom Connectivity:** The Owner/Promoter shall create infrastructure for connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Owner/Promoter shall decide) with any one/ two reputed service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (open or covered or both) earmarked/ demarcated by the Owner/Promoter within the Project and which would be declared to be common facilities by the Owner/Promoter. These contracts/ agreements, if any, entered into by the Owner/Promoter shall be continued for the period of validity of these contracts/ agreements by the Association, who will take over the maintenance and management of Project Common Areas & Facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The allottees may use the

telecom/ broadband facilities on pay and use basis as per the terms and conditions decided by the service provider at that point of time.

Each Apartment shall be provided with the passive optical fibre which shall be terminated in the building management services (BMS) room/ outside service provider (OSP) room in the fibre MDF. The outside service provider shall be allowed to install his equipment only in the BMS/OSP room and would be able to provide active connectivity to fibre going to particular apartment on the choice of the owner of that apartment. The allottee would be free to choose his service provider(s) out of the service providers who chose to come to this Project and are willing to pay the usage charges of the space earmarked for the outside service provider.

The Owner/ Promoter may install Base Transceiver Station Towers at the rooftop of any one or more residential tower(s) based on the requirement of providing proper mobile connectivity to the residents in the Project. This selection and requirement of installation of any such structure will depend on the requirement to be furnished by reputed telecom/ broadband service providers.

- c. **Reticulated Gas Supply:** Provision has been made for reticulated gas supply in the Project. The facility may be used by the Allottee on "pay by use" basis through prepaid or postpaid meter, as the case may be. The Allottee will be required to pay an amount for creating infrastructure and making provision of this facility in the Project and in the Apartment as well. The amount of contribution of the Allottee towards creating the infrastructure/ provision has already been mentioned in clause no. 1.2 above. The installation of this Reticulated Gas supply facility may be outsourced by the Owner/Promoter to some external agency/vendor. Once the Owner/ Promoter enters into such agreement and the vendor/agency requires any onetime payment/ security deposit for installing provision of this facility the same will be paid by the Allottee as and when demanded by the Owner/Promoter over and above the amount of contribution mentioned in Clause 1.2 above. The initial agreement and/or terms and conditions for running this facility shall be entered into between the Owner/Promoter and the agency/vendor. After formation of Association, this terms & conditions may be in the manner as may be decided by the Association and the agency/vendor. In case, however, the Association is formed before expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.
- d. **Documentation:** The Allottee will be required to pay to the Owner/Promoter, the charges for documentation an amount of Rs. _____ which will be part of the Total Price as mentioned in Clause 1.2 hereinabove.
- e. **Electricity Supply:** In case CESC, the electricity supply agency decides not to provide individual meters to the allottees and make provision for a High Tension supply or Bulk supply, the Owner/Promoter shall provide sub-meters to the allottees upon payment by them of the proportionate Security Deposit payable to CESC/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees at appropriate time before possession. This Security Deposit would be subject to revision and

replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the allottees 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 Owner/Promoter for supply of electricity through sub meters.

- f. **Diesel Generator Power Back-up:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load (_____ KW) and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price. The extra DG power load shall be allotted upon availability and in multiples of KW @Rs. 40,000/- per KW (plus applicable taxes). The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Promoter/Association, as the case may be.

- g. **Provision for Electrical Vehicle (EV) Charging:** The Allottee understands that to get there EV Charging facility commissioned in their parking space (EV enabled Parking space), the Allottee will be required to pay the cost of laying electrical cables, wiring and necessary infrastructure including socket with appropriate wattage and also other charges payable to the authority such as security deposit, connection charges, charges against additional power requirement. Once the Allottee requests to the Owner/Promoter to commission their EV charging facility, the Allottee needs to pay an additional amount as may be decided by the Owner/Promoter against the same.

The usage charges against the electricity consumption will be assessed through pre-paid metering system. Also, the EV parking provisions will be provided at some designated place to be decided by the Owner/Promoter. It may be noted that for convenience of wiring such EV charging enabled parking spaces shall be clustered at 1/2/3 locations. In such cases of clustered EV charging enabled parking spaces, the metering shall be done on the basis of pre-paid metering system. Therefore, the parking slot with provision of EV charging shall be separately clustered than the normal parking slots.

- viii. In relation to **Clause 12** of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- a. The Owner/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner/Promoter.
- b. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in

the Apartment, (which inspection Owner/Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/Purchaser) alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

- c. The Allottee further specifically agrees and understands that the responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:
- misuse or negligent use;
 - unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
 - cases of force majeure;
 - failure to maintain the amenities/equipment's and accidents.
- d. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/Promoter 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 Apartment(s) and the Project Common Areas and amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- e. The Allottee also agrees and confirms that the decision of the Owner's/Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

- ix. In relation to **Clause 16**, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Promoter/association/maintenance agency and without causing any disturbance, to the other allottees of the Tower. The Tower level 'house rules and regulations' applicable to allottees/lawful occupants of the Project, will be shared at the time of handing over possession of the apartments. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project, the Owner/Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Owner/Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Owner/Promoter may carry out necessary rectification/restoration to the Apartment or the Project (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Owner/Promoter shall be reimbursed by the Allottee.

C. **Partial/Block-wise Completion of the Project:** In addition to what has been agreed in clause 7.1 above the Allottee understands that the entire Project Common Area and Facilities will be ready for use after completion of all the six Towers(s) in the Project. In case, the authority(ies) provides the partial/tower wise completion certificate of the specific Tower (s) with partial completion of the Project Common Areas and facilities, then and in that event, the Owner/Promoter will handover possession of the Apartment to the Allottee. It is clarified that for the purpose of handing over possession, the partial/Tower-wise completion certificate for a particular Tower(s), if issued by the authorities, will be deemed as the completion certificate for the particular Tower(s).

D. **Ongoing Construction:** The Owner/Promoter clarifies that the Project is a large-scale development and there may be tower-wise/partial completion given by the competent authorities for different towers. The allottee(s) will be handed over possession of their apartment(s) as and when the tower-wise/partial completion of the building(s) will be issued by the authorities. The construction work for the remaining building(s)/tower(s) in the Project will continue till completion certificate in respect of the last tower/building in the Project is received. The allottee understands that there will certain construction activities which will cause noise up to the noise level as stipulated by WBPCB, movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them. The Owner/Promoter will not be held responsible for the same.

E. **Additional FAR:**

The Allottee understands that the Towers/infrastructure and/or amenities and facilities comprised within the various Towers/Buildings of the Project have been constructed on the basis of sanction of an integrated Master Plan sanctioned on the Total Land as described above and the said plan is impartible and indivisible subject to modifications/ revisions to the extent as may be permitted under the applicable law.

During construction of the Project or thereafter, if Floor Area Ratio (FAR) in respect of the Total Land granted by the KMC is increased or there is any unutilised (or balance available) FAR in the existing sanctioned building plan duly approved by the Authority, the Owner/Promoter shall be entitled to use the same in the manner as may be decided by the Owner/Promoter. The Allottee understands that in such a situation, where the Owner/Promoter decides to use the increased FAR, it's undivided indivisible interest and share in the Total Land will stand varied accordingly.

F. **Modification of the portion of the Sanctioned Plan dealing with the Project:** The Allottee has entered into this Agreement for Sale with the full knowledge that the development of the entire Project by the Owner/Promoter on the Project Land is proposed under single integrated sanctioned plan on the Total Land. This plan is duly approved by the KMC vide their letters, dated _____ (bearing Building Permit No. _____). By entering into this Agreement for sale, the Allottee, save an except, the Apartment and the Tower/Building in which the Apartment is situated, shall be deemed to have authorized absolutely and unconditionally for all times to come the Owner/Promoter (including any of its assignees or nominees) to make any and all changes modifications alterations additions of the sanctioned plan of the Project, its layout plan, specifications of the Tower(s) or the Project Common Areas to the end and intent that the Owner/Promoter shall be entitled to

undertake to make any and all changes modifications alterations additions of the sanctioned plan, layout plan, specifications of the towers or the Project Common Areas to enhance the experience of the Allottee without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised sanction of such changes, consent, approval or any affirmative action of any nature whatsoever.

It is further clarified that in relation to Paragraph 'A(v)' of the recitals and Clause 6 and Clause 18 of this Agreement for Sale, the Allottee agrees, understands and acknowledges that during the course of construction of the Project, the sanctioned plan will be required to be re-validated/ re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the allottee(s) / to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee (except variation in his interest in the share of the total land as explained in E above) and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

- G. **Environmental Clearance Certificate:** The Allottee understands that the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives it's consent to the Owner/Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner/Promoter from the Allottee thereto.

H. **Disclaimers And Disclosures:**

The Owner/Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee has agreed to not make any claims or raise any disputes including any claim under Clause 12 of this Agreement relating to defect liability against the Owner/Promoter in respect of the following –

(i) **Source of water supply:**

- (a) The source of water supply for the Project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Allottee that the Owner/Promoter cannot further reduce the TDS of the water provided.
- (b) The Owner/Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc. within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Allottee that such water treatment plant would not reduce the TDS.
- (c) The Allottee agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
- (d) The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment.

- (ii) **Non-provision of car washing facility:** The Allottee has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.
- (iii) **Dual Plumbing System:** The Allottee has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.
- (iv) **Storm water drainage:** The Allottee has agreed and understood that although the storm water drainage system inside the campus is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Owner/Promoter shall not be held responsible for such flooding or waterlogging in the Project or any part thereof owing to the inadequacy of the municipal drainage system.
- (v) **Natural Marble flooring:**
- (a) The Allottee has agreed and understood that there may be cracks, shade variation, isolated patches etc. in the imported natural marble in case laid in the apartments or any other location of the Project.
 - (b) The Allottee further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring.
 - (c) The Allottee understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor.
 - (d) The Allottee has agreed and understood that in case the Owner/Promoter uses marble slab anywhere in the Project including the RAC/Club Nova, the Owner/Promoter shall apply a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust. However, despite such measure being taken by the Owner/Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any colored liquid like tea coffee is often immediately absorbed and may leave a patch on the floor. Therefore, while using the marble floor, the Allottee would ensure that any coloured dropping on the marble is cleaned and washed off immediately to avoid stain and for that the Owner/Promoter shall have no liability to repair and replacement of the marble slab.
 - (e) In this regard the Allottee has understood and confirmed that the Owner/Promoter shall rectify any defect in polishing of the marble surface within five years including redoing the polishing and reapplying the impregnating chemical free of cost. However, such liability of the Promoter shall be limited to the aforementioned period of 5 (five) years.

- (vi) **Tile Flooring & Dado:** The Allottee has agreed and understood that the Owner/Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- (i) D.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8 \%$
- (ii) D.2 Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4 \%$
- (iii) D.3 Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3 \%$
- (iv) D.4 $S > 410\text{cm}^2$: $\pm 0.2 \%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- (i) *Dry-pressed ceramic tiles with low water absorption ($E \leq 0.5\%$ for Group Bla:*
- (ii) E.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0 \%$
- (iii) E.2 Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5 \%$
- (iv) E.3 Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5 \%$
- (v) E.4 $S > 410\text{cm}^2$: $\pm 0.5 \%$

In this regard the Allottee has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

- (vii) **Fittings and Fixtures in Apartment & Project:**

The fittings and fixtures installed in the Apartment and the Project are supplied by the vendors of different companies and are having their respective guarantee and warranty periods. The Allottee understands that on taking over possession of the Apartment the fitting and fixtures installed therein are covered under the guarantee and warranty given by the suppliers and therefore, for any defect or breakage or the same going out of order the Allottee will approach directly to the suppliers or their representatives since the Allottee is entitled to the back to back guarantee and warranty given by these suppliers or vendors. The contact details of respective vendors/suppliers will be given to the alongwith the photocopies of guarantee/warranty of the fittings and fixtures. In general the CP fittings shall not be cleaned with detergent or chemicals with acidic character. It shall compromise the shine of the CP coating. The best way to clean the CP surface is with moist cloth and mild soap (mild alkaline in nature) and make the surface dry. As the borewell water is expected to be high in total dissolved solid – the drying of surface water from the CP surface leaves the dissolved solids which looks white flaky substance. To Avoid the same- a proper maintenance involving cleaning the surface with mild soap and warm water on weekly basis is required.

(viii) AAC (Autoclaved Aerated Concrete) Block walls

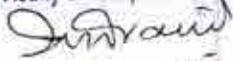
- (a) The Owner/Promoter shall construct AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- (b) The Allottee has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have no adverse effect on the structural stability of the Apartment/Project.
- (c) The Allottee has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

(ix) Car Parking Space

- (a) The standard dimension of one car park in the Project is 5m x 2.5m as per the building norms.
- (b) There are 1159 nos. covered car parking spaces in the Basement (474 nos.) and Ground Floor (685 nos.) level of the Project. The allottees have agreed and understood that car parking spaces will be allotted through a draw of lots. Such draw of lots shall be held through an online process upon completion of the Project and prior to handover of possession of the Apartment. The live telecast link for online drawing of lots shall be shared with the allottees over the registered e-mail ID. The parking numbers drawn in the draw of lots will be the final and no request for change of space will be entertained.
- (c) In the event of the Allottee getting one or more dependent parking spaces in the draw of lots, the Allottee undertakes that it will not raise any objections to such an allotment and will abide by the rules or regulations for using the depending parking spaces in the Project.

(x) Provision of CCTV are proposed to be placed in the following areas:

- (a) All Elevator Cars (Lift) in the Project.
- (b) Functional areas like Security room.
The Owner/Promoter shall not provide CCTV to the common corridors and stair exit /entrance at floor levels.

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Authorized Signatory

- (xi) Podium level apartments having right to exclusively use the "open to sky spaces" (in case exclusive use has been provided to the Allottee in their agreement). There are few apartments in the Project which have exclusive 'Open to Sky' terrace areas having upper-level occupants thereto. The Allottee agrees and understands that such open terrace areas cannot be covered with temporary sheeting or by other means by the allottee of any such apartment.

The Allottee has agreed and understood that he/she shall not be permitted to dump any waste/garbage or drop any item onto any such 'open to sky' terrace area or balcony(ies) of the apartment(s) below. However, there may be instances where items like tobacco, cigarette butts, utensils, plastic pipes etc. may fall onto the 'open to sky' terrace areas or balcony(ies) of the apartments below unintentionally. The Owner/Promoter shall not be liable for any damage caused to such 'open to sky' terrace areas or balcony(ies) or any accident that may occur owing to such instances.

SCHEDULE-"A"
(Part-"I")
[Project Land/Total Land]

All that land measuring 10.50 Acres (42492 Sq. Mt.), more or less, being R.S./L.R. Plot No. 651 (Part) in Mouza Nonadanga, J.L. No. 10, recorded in L.R. Khatian No. 615, situate lying at and being Municipal Premises/Holding No. 826, Chowbhagha, PIN-700107, under Kolkata Municipal Corporation, being Assessee no. 311080310436, ward No. 108, Police Station Anandapur (formerly, Tiljala), District South 24 Parganas, Additional District Sub-Registration Office Alipore, West Bengal and shown & demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure-'I' and butted and bounded as follows:

NORTH : ROAD;
WEST : ROAD;
SOUTH : VACANT LAND;
EAST : VACANT LAND.

(Part-"II")
[APARTMENT]

ALL THAT residential Apartment No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) more or less, [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet) more or less] Type _____, altogether located on _____ floor in Tower No. _____ (_____), within the Project TOGETHER WITH exclusive right to park vehicle in 1 Number of _____, parking space, measuring _____ Square Meter (equivalent to _____ Square Feet more or less) as permissible under the applicable law which shall be earmarked, identified and allotted by the Owner/Promoter at a later date through issuance of an allotment letter in terms of this Agreement AND TOGETHER WITH the pro rata undivided, impartible and variable share in the Project Common Areas, parts, portions, installation and facilities of

the Project in common with the remaining allottees of Project and the Owner/Promoter in respect of the unallotted apartments in the Project and bounded as follows:

EAST:

WEST:

NORTH:

SOUTH:

SCHEDULE-"B"
[FLOOR PLAN OF THE APARTMENT]

Apartment No. _____ Together With an exclusive balcony and which has been more fully and particularly described in **Part-"II" of Schedule-"A"** appearing hereinabove, are all delineated on the **Floor Plan** annexed hereto and marked as **Annexure-'II'** and duly bordered thereon in colour **RED**.

SCHEDULE-"C"
[PAYMENT PLAN]

Milestone	Amount (*plus applicable taxes)
Booking Amount	10% of Apartment Price
Within 45 days from execution of Agreement for Sale	10% of Apartment Price + 50% of RAC Membership Charge
On completing Piling of the Tower	10% of Apartment Price
On completing Foundation of the Tower	5% of Apartment Price
On completing 1st Floor Slab of the Tower	5% of Apartment Price
On completing 5th Floor Slab of the Tower	7.5% of Apartment Price
On completing 10th Floor Slab of the Tower	7.5% of Apartment Price
On completing 15th Floor Slab of the Tower	7.5% of Apartment Price
On completing 20th Floor Slab of the Tower	7.5% of Apartment Price
On completing 24th Floor Slab of the Tower	7.5% of Apartment Price
On completing Roof Floor Slab of the Tower	7.5% of Apartment Price
On completion of 6 Months from casting of roof slab of the Tower	5% of Apartment Price
On completion of 10 Months from casting of roof slab of the Tower	5% of Apartment Price
On or before Possession of Apartment	5% of Apartment Price + Other Charges & Deposits + balance 50% of RAC Membership Charge

SCHEDULE-"D"
[PROJECT COMMON AREAS]

1. Land dedicated to the Project;
2. Common driveway/road network in the Project;
3. Entry & Exit Ramps;
4. Jogging & cycling track;

5. Landscape amenities & out door play area;
6. Security & fire kiosk;
7. Services room;
8. Electrical meter room;
9. Staff facility/janitors space;
10. Parking lift lobby & staircase;
11. Entrance lobby area;
12. Passenger lifts, service lifts and lobbies & Staircase;
13. Corridors with refuge areas;
14. Driver's lounge & toilet at Ground floor of Tower 4;
15. RAC area;
16. Temple;
17. Ground floor landscape area;
18. 1st floor open to sky landscape amenities & play areas;
19. 1st floor swimming pool with deck & changing room;
20. Landscaped terrace at 1st floor;
21. Wellness centre at 1st floor of Tower 4;
22. Kids play area & senior citizen gym at 1st floor of Tower 4;
23. Co-working space at 1st floor of Tower 4;
24. Guest room at 1st floor of Tower 4;
25. DG set(s);
26. CESC substation area (to be transferred to CESC);
27. Electrical room;
28. Building Management System (BMS) room;
29. Fire kiosk;
30. Underground water tanks;
31. Overhead Water tanks;
32. Sewerage Treatment Plant area;
33. Public Health Engineering (PHE) and pump room ;
34. Organic Waste Composter (OWC);
35. Area for rooftop solar panel;
36. Ultimate Roof area;
37. Water treatment plant;
38. Gas Bank.

SCHEDULE-"E"

[SPECIFICATIONS WHICH ARE PART OF THE APARTMENT]

1	Structure	RCC framed structure.
2	Wall	a. External Wall – RCC wall. b. Internal Wall - AAC block/ Infill Wall/ AAC sandwiched between leaves of cement board.
3	Door	Frame: Engineered wood. Shutter: Flush Door with SS hinge.
4	Window	Aluminum glazed window

5	Flooring	Living & Dining Room: Tiled Flooring. Bedrooms- Tiled Flooring. Balcony- Antiskid Tiled Flooring. Kitchen – Counter with stone/ tiles; Tiled Flooring, dado above counter. Toilet - Antiskid Tiled Flooring with Tiles on Dado.
6	Internal Wall finishes	White cement Putty finish.
7	External finishes	Weather coat paint.
8	Electrical	Concealed wiring with modular switches of reputed make.
9	Sanitary and CP fittings	Sanitary and CP fittings of reputed make.
10	Provision for Airconditioning	Variable refrigerant flow (VRF) air-conditioning system; Outdoor units (ODU) placed at designated place and standard highwall indoor units placed only in bedroom and living room
11	Provision of Gas Bank	Provision for LPG connection for all units & RAC Kitchen areas.

SCHEDULE-“F”
[AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	Particulars	Description
1	Fire Fighting Facility	<ul style="list-style-type: none"> • Fire control room for protection and detection as per WB fire safety recommendation • Fire Kiosk
2	Emergency Evacuation Service	Public annunciation and evacuation system in common area
3	Access To Common Space	Access to lift lobby through corridor
4	Design For Electricity Supply And Street Lighting	<ul style="list-style-type: none"> • 24/7 DG Back up for designated areas • Street lighting • LED light in common area
5	Public Health Service	<ul style="list-style-type: none"> • Internal sewer, storm and water supply line • Organic waste composter • Sewage Treatment plant • Water treatment plant
6	Security System	<ul style="list-style-type: none"> • Security room • CCTV in elevator and specific common areas
7	Building Management System	Specific Essential Services
8	RAC	<p>Residents' Activity Centre includes multipurpose hall, pre-function, restaurant, outdoor dining, staff room, kitchen, toilets, Audio Visual (AV) room, gym, outdoor yoga deck, family pavilion open to sky, open to sky pickle ball court, indoor badminton & squash court, golf simulator, outdoor deck, multipurpose lounge.</p> <ul style="list-style-type: none"> • Tower – 3 (1st floor) : guest room & co-working space • Tower – 4 (1st floor) : wellness centre , kids play area & senior citizen gym

9	Landscape	<ul style="list-style-type: none"> • Ground floor landscape areas • Podium landscaped areas
10	Roof	Common ultimate terrace area
11	Use Of Renewable Energy	Solar power provision at designated areas

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/PROMOTER:**

AMBUJA REALTY DEVELOPMENT LIMITED
(Authorized Signatory)

Name: _____

Address: _____

Please affix
Photographs &
sign across the
photograph

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

Signature: _____

Name: _____

Address: _____

Please affix
Photographs &
sign across the
photograph

Signature _____

Name _____

Address _____

Please affix
Photographs &
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Drafted and prepared by:

Ambuja Realty Development Limited



Authorized Signatory