

AGREEMENT FOR SALE

This **Agreement for Sale** ("Agreement") executed on this _____ day _____
of _____, 20__ (Two Thousand Twenty _____); A.D,

By and Between

[1] SRI SALIL KUMAR MANNA @ SALIL MANNA [PAN – BYWPM0197H] [D. O. B – 03.03.1953] [AADHAAR NO. 9078 8395 7878], son of Late Satish Chandra Manna, by faith- Hindu, by occupation- service, by nationality – Indian, residing at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [2] SRI BABLU MANNA [PAN – BDUPM7497P] [D. O. B – 14.10.1958] [AADHAAR NO. 3639 5571 9422], son of Late Satish Chandra Manna, by faith- Hindu, by occupation- Business, by nationality – Indian, residing at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053, District - South 24 Parganas [3] SMT ANITA MAITY (MANNA) [PAN – DHNPM4490R] [D. O. B – 17.08.1951] [AADHAAR NO. 4972 7521 2265], wife of Shri Banabehari Maity and also daughter of Late Satish Chandra Manna, by faith- Hindu, by occupation- Housewife, by nationality – Indian, residing at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053 District - South 24 Parganas, [4] SMT RAMA MANNA @ RAMA DAS [PAN – ATBPD6518Z] [D. O. B – 13.06.1955] [AADHAAR NO. 3846 6712 6644], wife of Late Bhola Nath Manna, by faith- Hindu, by occupation- Housewife, by nationality - Indian, at present residing at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [5] SMT SHARMISTHA DEY (MANNA) [PAN – AVAFS6277Q] [D. O. B – 04.12.1976] [AADHAAR NO. 4265 4266 5150], wife of Shri Subhashish Dey and also daughter of Late Bhola Nath Manna, by faith- Hindu, by occupation- Housewife, by nationality - Indian, at present residing at Flat No. 181, Tower – 5, Palm Olympia Society, Sector – 16C, Greater Noida West,

Greater Noida, P. O. – Tugalpur, P. S. – Bisrakh, District - Gautam Buddha Nagar, Uttar Pradesh – 201308 and also at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [6] **SMT MOUSHMI DEY (MANNA) [PAN – ANPPM2796M] [D. O. B – 27.01.1982]** [AADHAAR NO. 8811 5804 8298], wife of Shri Subhashish Dey and also daughter of Late Bhola Nath Manna, by faith- Hindu, by occupation- housewife, by nationality - Indian, at present residing at 404 – A/3, Fourth Floor, Gali No. – 5, Govindpuri Main, P.O. - Kalkaji, P. S. – Govindpuri, South Delhi, Delhi - 110019 and also at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P. O. – New Alipore, P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [7] **SRI MADAN MOHAN MANNA @ CHANDI CHARAN MANNA [PAN – BEBPM3533C] [D. O. B – 01.08.1938]** [AADHAAR NO. 3064 0278 8569], son of Late Manmotho Nath Manna, by faith- Hindu, by occupation- Retired, by nationality – Indian, residing at KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane), P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [8] **SRI BIDYUT KUMAR MALLICK [PAN – AESPM2923C] [D. O. B – 01.01.1952]** [AADHAAR NO.9388 3932 7049], son of Late Prokash Kumar Mullick, by faith- Hindu, by occupation- Retired, by nationality – Indian, residing at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 63, Kailash Pandit Lane (Mailing Address-82, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [9] **SMT DOLA MALLICK [PAN – AEIPM5117N] [D. O. B – 16.03.1960]** [AADHAAR NO.6444 2765 8511], daughter of Late Prokash Kumar Mallick, by faith- Hindu, by occupation- Retired, by nationality – Indian, residing at amalgamated KMC

Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 63, Kailash Pandit Lane (Mailing Address-82, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [10] **SRI AMAR ADDYA [PAN – ADAPA9305R]** [D. O. B – 04.01.1963] [AADHAAR NO.5331 3694 6439], son of Late Ahindra Kumar Auddy, by faith- Hindu, by Occupation- Business, by nationality – Indian, permanently residing at 268/1, S. N. Roy Road, P.S.- Behala, Kolkata- 700 038, District- South 24 Parganas and also at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 62, Kailash Pandit Lane], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [11] **SMT USHA HAZRA [PAN – ALRPH1348A]** [D. O. B – 18.04.1952] [AADHAAR NO.7593 6335 3761], wife of Late Sanjit Kumar Hazra, by faith- Hindu, by occupation- Housewife, by nationality – Indian, residing at KMC Premises number- residing at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 61, Kailash Pandit Lane (Mailing Address-78, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [12] **SMT KAJORI GHOSH (HAZRA) [PAN – BNPB4556J]** [D. O. B – 29.10.1975] [AADHAAR NO.3119 5101 3785], wife of Shri Arka Ghosh and daughter of Late Sanjit Kumar Hazra, by faith- Hindu, by occupation-Housewife, by nationality – Indian, residing at 13/2, Nayan Chand Dutta Street, P. O. – Beadon Street, P. S. – Girish Park, Kolkata – 700 006 and also at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 61, Kailash Pandit Lane (Mailing Address-78, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [13] **SRI SURESH JAISWAL [PAN – AFGPJ4725G]**

[D. O. B – 01.04.1966] [AADHAAR NO.2868 3329 2827], son of Shri Ram Prasad Jaiswal, both by faith- Hindu, by occupation- Business, by nationality – Indian, residing at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 61, Kailash Pandit Lane (Mailing Address-78, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [14] **SHRI GAUTAM SAMANTA [PAN – AIQPS7004Q]** [D. O. B – 03.06.1959] [AADHAAR NO. - 3578 4280 0639], son of Late Badal Chandra Samanta, by faith- Hindu, by occupation- Service, by nationality – Indian, residing at P-106, Jyotish Roy Road, P. O. – New Alipore, P. S. Behala, Kolkata – 700 053, District – South 24 Parganas and also at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 59 & 60 (Later 59), Kailash Pandit Lane (Mailing Address-79 & 80, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [15] **SHRI ASHIM SANTRA [PAN – QOKPS7502K]** [D.OB - 27.09.1967] [AADHAAR No. 6252 6978 9710], son of Late Kanai Lal Santra @ Kanailal Santra and Late Kamala Santra, by faith- Hindu, by occupation- Business, by nationality – Indian, presently residing at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 59 & 60 (Later 59), Kailash Pandit Lane (Mailing Address-79 & 80, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, [16] **SMT MRIDULA SANTRA [PAN GLVPS7043R]** [D.OB – 23.04.1965] [AADHAAR No.2046 5586 7227], daughter of son of Late Kanai Lal Santra @ Kanailal Santra and Late Kamala Santra, by faith- Hindu, by occupation- Service, by nationality – Indian, presently residing at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC

Premises No. 59 & 60 (Later 59), Kailash Pandit Lane (Mailing Address-79 & 80, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas and [17] **SMT MANDIRA GHOSH (SANTRA)** [PAN **BUUPG7723B**] [D.OB – **12.10.1971**] [AADHAAR No. **7981 2663 6002**], wife of Shri Jayanta Ghosh and also daughter of son of Late Kanai Lal Santra @ Kanailal Santra and Late Kamala Santra, by faith- Hindu, by occupation- Housewife, by nationality – Indian, presently residing at 6/A, Meher Ali Road, P. O. – Circus Avenue, P.S. – Park Street, Kolkata – 700 017, District – South 24 Parganas and also at amalgamated KMC Premises No. 64, Kailash Pandit Lane (Mailing Address-76, Kailash Pandit Lane) [Formerly KMC Premises No. 59 & 60 (Later 59), Kailash Pandit Lane (Mailing Address-79 & 80, Kailash Pandit Lane)], P. O. – New Alipore. P.S.- Behala, Kolkata- 700053, District - South 24 Parganas, all the above named persons are represented by their constituted attorney – **M/s. UJJAL AUDDY** [PAN-ADAPA9306N], a proprietorship Firm, having its registered office at 43A, Jyotish Roy Road, P.O.- New Alipore, P.S.- Behala, Kolkata- 700053, District- South 24 Parganas (formerly at 268/1, S.N. Roy Road, P.S.-New Alipore (formerly Behala), P.O- New Alipore, Kolkata-700 038), represented by proprietor - **SHRI UJJAL AUDDY** [PAN-ADAPA9306N] [AADHAAR NO. – **9219 6188 1023**], son of Late Ahindra Kumar Auddy, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 32, Jyotish Roy Road, P. O. – New Alipore, P. S. – Behala, Kolkata – 700 053, District – South 24 Parganas (formerly at 268/1, S.N. Roy Road, P.S.-New Alipore (formerly Behala), P.O- New Alipore, Kolkata-700 038, District – South 24 Parganas vide registered **Supplementary Agreement for Development & Supplementary Development Power of Attorney to the Agreement for Development and Development Power of Attorney, both dated 24th day of March, 2022 on 30.09.2024** which was

registered in the office of the District Sub Registrar – II, South 24 Parganas, West Bengal and recorded in Book – I, Volume No. 1602-2024, Pages from 461886 to 461935, **Being No. 160203756 for the year 2024** hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

M/s. UJJAL AUDDY [PAN-ADAPA9306N], a proprietorship Firm, having its registered office at 43A, Jyotish Roy Road, P.O.- New Alipore, P.S.- Behala, Kolkata- 700053, District- South 24 Parganas (formerly at 268/1, S.N. Roy Road, P.S.-New Alipore (formerly Behala), P.O- New Alipore, Kolkata-700 038), represented by proprietor - **SHRI UJJAL AUDDY [PAN-ADAPA9306N]** **[AADHAAR NO. – 9219 6188 1023]**, son of Late Ahindra Kumar Auddy, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 32, Jyotish Roy Road, P. O. – New Alipore, P. S. – Behala, Kolkata – 700 053, District – South 24 Parganas (formerly at 268/1, S.N. Roy Road, P.S.-New Alipore (formerly Behala), P.O- New Alipore, Kolkata-700 038, District – South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[1] _____ (PAN - _____) (D.O.B - _____) (AADHAAR

NO. - _____), son/wife /daughter of _____

_____, by faith- _____, by occupation- _____, by

nationality - _____, presently residing at _____, P. O. -

_____, P.S- _____, Kolkata - _____, District- _____ and

[2] _____ (PAN - _____) (D.O.B - _____) (AADHAAR

NO. - _____), son/wife /daughter of _____

_____, by faith- _____, by occupation- _____, by

nationality - _____, presently residing at _____, P. O. -

_____, P.S- _____, Kolkata - _____, District- _____,

hereinafter called the "**PURCHASERS/ALLOTTEE**"(which expression shall

unless repugnant to the context or meaning thereof be deemed to mean and

include their legal heirs, executors, administrators, successors-in-interest and

permitted assignees) of the **THIRD PART**.

WHEREAS said (1) Shri Madan Mohan Manna, (2) Shri Salil Kumar Manna, (3) Shri Bablu Manna, (4) Smt Anita Maity (Manna), (5) Smt Rama Manna (Das), (6) Smt Sharmistha Dey (Manna), (7) Smt Moushmi Dey (Manna), (8) Shri Bidyut Kumar Mallick, (9) Smt Dola Mallick, (10) Shri Amar Addya, (11) Smt Usha Hazra, (12) Smt Kajori Ghosh (Hazra), (13) Shri Suresh Jaiswal, (14) Shri Gautam Samanta, and (15) Smt Kamala Santra, (since deceased), were jointly seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of Bastu land physically measuring more or less 17 Cottahs 0 Chittacks and 15 Square feet along with old dilapidated pucca and tile shed structures lying and situated at and being

KMC Pre. No. 64, Kailash Pandit Lane (Postal Address – 76, Kailash Pandit Lane), Kolkata- 700053 (after amalgamation of KMC Pre. No. 59, 61, 62, 63 & 64, Kailash Pandit Lane) within the District – South 24 Parganas of West Bengal state of India, under Mouja - Punja Shahpore, Pargana- Magura, P.S- Behala, Sub-Registration Office at A.D.S.R. - Behala and District Registration office at Alipore, R.S. No. 180, J. L. No. 109, Touzi Nos. 93 comprised in L. R. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210 corresponding to R.S. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210 corresponding to C. S. Dag No. 203, 205, 206, 207, 208, 209 and 210 recorded in L. R. Khatian Nos. 1744, 2015 (formerly 1745), 2016 (from 1745), 2017 (from 1745), 1746, 1747, 1748, 2043 (formerly 1749 later corrected), 1750, 2013 (from 1751), 2014 (from 1751), 1752, 1753, 1893 & 1894 corresponding to R. S. Khatian No. 21, 28, 1054, 1152, 1199 & 1464 corresponding to C.S. Khatian No. 28, 21, 156/12, 152 and 152 (Ga) within the municipal limits of Ward No. 117 of the Borough No. XIII of the Kolkata Municipal Corporation (South Suburban Unit), being Assessee Nos. 41-117-06-0064-6, formerly was partly tenanted by two numbers of residential tenants. After negotiations with the existing tenants, one of the tenants has now agreed to purchase one flat from the developer's allocation of flats and spaces at agreed valuable consideration and had already surrendered his tenancy to the landowners and another tenant has agreed to retain her tenancy under the Developer. And the owners were paying the ground rents and property taxes and other outgoings regularly and punctually to the competent authorities in fee simple and were enjoying their joint rights free from all encumbrances whatsoever by exercising their rights of ownerships collectively henceforth.

AND WHEREAS subsequently, said (1) Shri Madan Mohan Manna, (2) Shri

Salil Kumar Manna, (3) Shri Bablu Manna, (4) Smt Anita Maity (Manna), (5) Smt Rama Manna (Das), (6) Smt Sharmistha Dey (Manna), (7) Smt Moushmi Dey (Manna), (8) Shri Bidyut Kumar Mallick, (9) Smt Dola Mallick, (10) Shri Amar Addya, (11) Smt Usha Hazra, (12) Smt Kajori Ghosh (Hazra), and (13) Shri Suresh Jaiswal, (14) Shri Gautam Samanta, and (15) Smt Kamala Santra, (since deceased) in order to develop the Multi – Storied building over and upon the said land for mutual benefits on some agreed terms, conditions, stipulations and restrictions had entered into a registered **Agreement for Development and/cum Development Power of Attorney dated 24.03.2022 which was registered in the office of the District Sub Registrar – III, South 24 Parganas, West Bengal and recorded in Book – I, Volume No. 1603-2022, Pages from 174053 to 174196, being No. 160304929 for the year 2022.**

AND WHEREAS during the pendency of the said **Agreement for Development and/cum Development Power of Attorney dated 24.03.2022**, one of the then Owner namely Kamala Santra 20.01.2024 leaving behind her surviving as her legal heirs, namely - (1) Shri Ashim Santra @ Ashim Kumar Santra (Son), (2) Smt Mridula Santra (Daughter) and (3) Smt Mandira Ghosh (Santra) (Married Daughter), wife of Shri Jayanta Ghosh, who jointly inherited her left over undivided share in the aforesaid property equally as per the provisions of the Hindu Succession Act, 1956. Her husband - Kanai Lal Santra @ Kanailal Santra predeceased her on 14.05.2003.

AND WHEREAS event so happening, the said (1) Shri Ashim Santra @ Ashim Kumar Santra, (2) Smt Mridula Santra and (3) Smt Mandira Ghosh (Santra) became joint Owners of the said premises and applied to mutation of their respective names in the records of the competent authorities and their

names were duly mutated under L. R. Khatian Nos. 2069, 2068 & 2067 respectively.

AND WHEREAS thus the owners herein, namely - **(1) Shri Salil Kumar Manna, the Owner No. 1 herein, (2) Shri Bablu Manna, the Owner No. 2 herein, (3) Smt Anita Maity (Manna), the Owner No. 3 herein, (4) Smt Rama Manna (Das), the Owner No. 4 herein, (5) Smt Sharmistha Dey (Manna), the Owner No. 5 herein, (6) Smt Moushmi Dey (Manna), the Owner No. 6 herein, (7) Shri Madan Mohan Manna, the Owner No. 7 herein, (8) Shri Bidyut Kumar Mallick, the Owner No. 8 herein, (9) Smt Dola Mallick, the owner No. 9 herein, (10) Shri Amar Addya, the Owner No.10 herein, (11) Smt Usha Hazra, the Owner No.11 herein, (12) Smt Kajori Ghosh (Hazra), the Owner No. 12 herein and (13) Shri Suresh Jaiswal, the Owner No.13 herein, (14) Shri Gautam Samanta, the Owner No.14 herein, (15) Shri Ashim Santra @ Ashim Kumar Santra, the Owner No.15 herein, (16) Smt Mridula Santra, the Owner No.16 herein and (17) Smt Mandira Ghosh (Santra), the Owner No.17 herein** are now jointly seized and possessed of or otherwise well and sufficiently entitled to as lawfully recorded joint owners and possessors of **ALL THAT** piece and parcel of Bastu land physically measuring more or less 17 Cottahs 0 Chittacks and 15 Square feet along with old dilapidated pucca and tile shed structures (now demolished for the sake of development) lying and situated at and being KMC Pre. No. 64, Kailash Pandit Lane (Postal Address – 76, Kailash Pandit Lane), Kolkata- 700053 within the District – South 24 Parganas of West Bengal state of India, under Mouja - Punja Shahpore, Pargana- Magura, P.S-Behala, Sub-Registration Office at A.D.S.R. - Behala and District Registration office at Alipore, R.S. No. 180, J. L. No. 109, Touzi Nos. 93 comprised in L. R. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210

corresponding to R.S. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210 corresponding to C. S. Dag No. 203, 205, 206, 207, 208, 209 and 210 recorded in L. R. Khatian Nos. 1744, 2015, 2016, 2017, 1746, 1747, 1748, 2043, 1750, 2013, 2014, 1752, 1753, 1893, 1894, 2069, 2068 & 2067 corresponding to R. S. Khatian No. 21, 28, 1054, 1152, 1199 & 1464 corresponding to C.S. Khatian No. 28, 21, 156/12, 152 and 152 (Ga) within the municipal limits of Ward No. 117 of the Borough No. XIII of the Kolkata Municipal Corporation (South Suburban Unit), being Assessee Nos. 41-117-06-0064-6. And the owners were paying the respective ground rents and property taxes and other outgoings regularly and punctually to the competent authorities in fee simple and were enjoying their joint rights free from all encumbrances whatsoever by exercising their rights of ownerships collectively henceforth.

AND WHEREAS due to sudden demise of said Kamala Santra, as per the legal compliance and also for effective demarcation of the flats and spaces attributable to the landowners as owner's allocation previously decided, the present owners have entered into a **Supplementary Agreement for Development & Supplementary Development Power of Attorney to the Agreement for Development and Development Power of Attorney, both dated 24th day of March, 2022 on 30.09.2024** which was registered in the office of the District Sub Registrar – II, South 24 Parganas, West Bengal and recorded in Book – I, Volume No. 1602-2024, Pages from 461886 to 461935, **Being No. 160203756 for the year 2024.**

AND WHEREAS for the requirement of proposed building plan to be sanctioned from the competent authorities, the present owners had also

nominated and appointed the Developer herein as their constituted attorney vide the registered **General Power of Attorney dated 30.09.2024** which was registered in the office of the District Sub Registrar – II, South 24 Parganas, West Bengal and recorded in Book – I, Volume No. 1602-2024, Pages from 461936 to 461965, **Being No. 160203757 for the year 2024.**

The Landowner/Developer caused a plan prepared by its planners for construction of said building and got the said plan sanctioned vide building plan no. **202513097** dated **29.10.2025** from the **Kolkata Municipal Corporation** (the “SAID PLAN”) and, inter alia, and is now under the process of construction and development of buildings of building with provisions for amenities and facilities to be used in common by the occupants of the Building/ Project, in due course.

AND WHEREAS the said project shall be known as “**MAYA ARCADIA**”, and provided that the land is earmarked for residential development and the same shall be used for those purposes only and it is a part of the plan approved by the competent authority.

The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

The Kolkata Municipal Corporation has granted the permission for commencement of construction of the proposed building in order to develop the Project, vide their approval/Building Permit bearing no. **202513097** dated

29.10.2025;

The Developer has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____
_____; on _____ under Registration No. _____

The Allottee had applied for purchasing an apartment in the said Project vide Application No. _____ dated _____ and had now been allotted the **Unit No. ____** having super built up area measuring more or less _____ **Square feet** corresponding to Built Up/Covered Area measuring more or less _____ Square Feet corresponding to carpet area measuring more or less _____ square feet comprising ____ (____) Bedroom, ____ (____) Toilet, ____ (____) W.C., ____ (____) Kitchen, Living cum dinning space and _____ **exclusive Balcony having carpet area measuring more or less _____ square feet** earmarked as type - ____ on _____ side of the _____ floor along with covered garage/**Parking No. ____** admeasuring more or less _____ square feet on the _____ side of the **ground Floor** in the **G + VI** storied **building** named "**MAYA ARCADIA**" ("Building"), as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Part – I of the Schedule B and

the “floor plan of the apartment” is annexed hereto and marked as Part – II of the Schedule B);

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

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

Sl.	Description of Unit	Rate(Per Sft)	Amount (in Rs.)
A	UNIT NO. _____	Rs. _____/- SFT (M/I)	Rs. _____/-
	C.P. NO. _____	Rs. _____/- SFT (M/I)	Rs. _____/-
	Exclusive Balcony	included	nil
	Open Terrace	NIL	NIL
	TOTAL of “A”		Rs. _____/-
B	Legal Charges to be paid directly to the Advocate		N/A
C	G.S.T, (Extra)	@ 1% or 5%	Rs. _____/-
	TOTAL of “A” + “C”		Rs. _____/-

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in hereinabove;

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the **SCHEDULE-B** herein below.
- 1.2 The Total Price for the Said Unit Mkd. ____ based on carpet area of ____ sq. ft. as per the definition given in the Act, exclusive/inclusive balcony/varandah area of ____ sq. ft., aggregating to a chargeable / super built-up area of ____ sq. ft. along with covered garage/Parking No. ____ admeasuring more or less ____ square feet on the _____ side of the ground Floor in the G + VI storied building and along with G.S.T. @ ____% (as applicable) is Rs. _____/- (Rupees _____ only) as per the details given in **Part - I** of the "**SCHEDULE-C**" hereunder written (the "**TOTAL PRICE**")
- 1.3 The Total Price has been arrived at in the following manner:

Sl.	Description of Unit	Rate(Per Sft)	Amount (in Rs.)
A	UNIT NO.____	Rs. ____/-	Rs. _____/-

		SFT (M/I)	
	C.P. NO. _____	Rs. _____/- SFT (M/I)	Rs. _____/-
	Exclusive Balcony	included	nil
	Open Terrace	NIL	NIL
	TOTAL of "A"		Rs. _____/-
B	Legal Charges to be paid directly to the Advocate		N/A
C	G.S.T, (Extra)	@ 1% or 5%	Rs. _____/-
	TOTAL of "A" + "C"		Rs. _____/-

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actual /or as mentioned by the Developer as per Part –III of Schedule - C:

- (a) Cost of Electric Meter and proportionate cost of bringing underground CESC service main;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite/cable TV connection per such connection as per actual; and
- (e) Costs for providing MS Grill for the covering verandah/s and main door, plus applicable taxes, if required; and;
- (f) Amounts of extra additional works requested by me/us apart from or in exchange of the stipulated specifications of flooring/tiling/electrical

points/grills/collapsible gate/painting inside/ decoration works etc as per prevailing market rate.

(g) Proportionate amount of Insurance Premium if paid for insurance of the building.

(h) Formation of Association.

(i) Litigation Charges (if required) for safeguarding the title of the land /premises/ building/ appurtenance thereto.

(j) Quarterly KMC Taxes, Ground Rent, Monthly maintenance and upkeepment charges.

(k) Any other incidental charges, taxes, fees, penalties, fines for regularisation of incorporated changes/alterations/modifications done at request of the Allottee.

1.3.2 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the total booking amount paid/to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of Rs. _____/- (**Rupees _____**) only, whichever is higher.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building/ Project and/or of the Building/ Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased /reduced based on such change / modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled

date of completion of the said Building/ Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the authority as per the Act, the same shall not be charged from the Allottee.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in **Part - II of the SCHEDULE –C** hereunder written (the “**MANNER OF PAYMENT**”) and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- (iv) The Total Price of Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lifts, water line, exterior finishing with paint, tiles, doors, windows and plumbing, in the Common Areas, and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and/or the Building/ Project and or the Building/ Project to the extent applicable.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges, if

any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Building/ Project is completed. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall also enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Building/ Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities as described herein in the **SCHEDULE - G** hereunder (which shall be in conformity with the advertisement/prospectus. Etc., on the basis of which, sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Developer may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.
- 1.7 The Developer shall confirm to the Allottee the final chargeable/super built-up area of the Said Unit that has been allotted to the Allottee after the construction of the Building/ Project is complete and the occupancy certificate/completion

certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the chargeable/super built-up area. The Total Price payable shall be recalculated upon confirmation by the Developer. If there is reduction in the chargeable / super built-up area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the chargeable / super built-up area, which is not more than 3% (three percent) of the chargeable / super built-up area of the Said Unit Flat/Unit, allotted to the Allottee, as per the next milestone of the Manner of Payment as provide in the **Part – II of the SCHEDULE-C**. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

- 1.8 Subject to Para 10.3 below the Developer agrees and acknowledge, that the Allottee shall have the right to the Said Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any incontinence or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Building/ Project) from the competent authority as provided in the Act;
 - (iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of

providing electric wiring, electrical connectivity to the Said Unit, lifts, water line and plumbing, exterior finishing with paint, tiles, doors, windows, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Building/ Project;

(iv) The Allottee has the right to visit the Building/ Project site to access the extent of development of the Building/ Project and the Said Unit, as the case may be.

1.9 It is made clear by the Developer and the Allottee agrees that the Said Unit along with any /covered parking/adjoining open parking/open space/mechanical car parking etc., if any, allotted to the Allottee and as mentioned in the **SCHEDULE-B** hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Building/ Project is an independent self-contained Building/ Project covering a portion of the Said Land. It is clarified that the Building/ Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Building/ Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the Payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including other local taxes, charges for water or electricity, maintenance charges, and such other liabilities payable to competent authorities, which are related to the Building/ Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees, the Developer agrees to be liable, even after the transfer of the Said Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____/- (Rupees

_____) only as part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Manner of Payment/Payment Plan** as provide in the **Part – II of the SCHEDULE – C** as may be demanded by the Developer **within 10 days** and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, not exceeding 15% (fifteen percent) per annum.

- 1.12 It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Unit to be received by the Developer, the payment of extras as more fully mentioned in **Part – III of the SCHEDULE-C** hereto (the “**EXTRAS**”) as also deposits as more fully mentioned in shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable.
- 1.13 Until full payment of Extras are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment /delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.
- 1.14 Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras shall be paid to the Developer by the Allottee before the Deemed Date Of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Developer) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to

claim/have actual possession before making payment of all of the Extras and the Allottee do covenant with the Developer not to demand actual possession of the Said Unit before making full payment of all the Extras besides the Total Price. It is also agreed by the Purchaser that the Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not

have any right in the application/allotment of the Said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE BUILDING/ PROJECT/SAID UNIT:

The Allottee has seen and accepted the proposed layout **plan of the Said Unit** being **Annexure – A** to this Agreement, the floor plan as also shown in **Annexure-A**, specifications (as described in **SCHEDULE – G**), **common areas, amenities and facilities** of the Said Unit/Building/ Project to be provided within the Building/ Project, as mentioned in the **SCHEDULE –D** hereto and have accepted the same which has been approved by the competent authority, as

represented by the Developer. The Developer shall develop the Building/ Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities on its own account and also on account of the Developer as agreed in the Said Agreement. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit - The Developer agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Developer assures to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Building/ Project in place within **March, 2028** on the expiry of _____ months from the date of this agreement with a grace period of 6 (six)months from that date, unless there is delay or failure due to Pandemic, Epidemic, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature of any prevailing law affecting the regular development of the Building/ Project (the “**FORCE MAJEURE**”). If, however, the completion of the Building/ Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to extension of time for delivery of possession of the Said Unit, provided that such Force Majeure conditions are not of a nature

which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Building/ Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount from the date of allotment within 90 days from that date. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

statutory authority and/or by any Governmental Authority;

VII. Any notice, order, rule or notification of/from/by the government and/or any other public/competent/statutory authority and/or any court and/or the Kolkata Municipal Corporation and/or any Governmental Authority;

VIII. Delay due to any application under any of the building rules of the Kolkata Municipal Corporation;

IX. Temporary or permanent interruption and/or failure of any utilities serving the Building/ Project and/or necessary in connection with the development thereof;

X. Delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority;

XI. Any delay, obstruction or interference whatsoever in the work of construction resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement;

XII. Any other circumstance beyond the control of the Developer and/or beyond the anticipation of the Developer.

7.2 Procedure for taking possession - The Developer, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 1 (one) month from the date of the notice. ("NOTICE OF POSSESSION") (subject however to the Allottee making all payments as mentioned in the **SCHEDULE –C** hereto and giving an indemnity to the Developer that he/she/they shall execute the conveyance deed within **three (3) months from the date of taking possession of the Said Unit in terms of the Notice of Possession**. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer, provided the Allottee is not in default. The

Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees/association of flat and space owners, as the case may be, after the Developer giving the Notice of Possession to the Allottee.

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

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

7.5 Cancellation by Allottee—

7.5.1 The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Building/ Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Building/ Project and/or the Building/

Project without any fault of the Developer, the Developer herein shall be entitled to forfeit the booking amount paid for the allotment which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of **Rs. _____/- (Rupees _____)** only whichever is higher. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 90 days of such cancellation. Such refund shall be made without any interest or compensation and all charges, expenses and GST and such other taxes that may be incurred by the Developer in making such refund shall be borne by the Allottee.

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

7.6 **Compensation** – The Developer shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Said Land, on which the Building/ Project is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Unit

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- (ii) due to discontinuance of this business as a Developer on account of suspension or revocation of registration under the Act; or for any other reason; the Developer shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Building/ Project, without prejudice to any other

remedy available, to return the total amount received by the Developer in respect of the Said Unit including compensation in the manner as provided under the Act within ninety days of it becoming due.

8 **REPRESENTATION AND WARRANTIES OF THE DEVELOPERS:**

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

- (I) The Developer have absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Building/ Project;
- (II) The Developer have lawful rights of development of Said Land in the manner agreed in the Said Agreement and the Developer have the requisite approvals from the competent Authorities to carry out development of the Building/ Project;
- (III) There are no encumbrances upon the Said Land or on the Building/ Project.
- (IV) There are no litigations pending before any Court of law or Authority with respect to the Said Land, and/or the Building/ Project and/or the Said Unit.
- (V) All approvals, licenses and permits issued by the competent authorities with respect to the Building/ Project, Said Land and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building/ Project, Said Land, Said Unit and Common Areas;
- (VI) The Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (VII) The Developer have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Building/ Project and/or the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (VIII) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- (IX) At the time of execution of the conveyance deed the Developer or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Developer collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- (X) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (XI) The Developer have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building/ Project to the competent authorities till the possession of the said Unit or building, as the case may be, along with Common Areas equipped with all the specifications as mentioned in the **SCHEDULE – G** hereto and amenities and facilities as mentioned in the **SCHEDULE – D** hereto has been handed over to the Allottee and/or the association of allottees, as the case may be.
- (XII) No adverse notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including

any notice for acquisition or requisition of the Said Land) has been received by or served upon the Developer or any of them in respect of the Said Land and/or the Building.

9 **EVENT OF DEFAULTS AND CONSEQUENCES:**

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

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

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

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

(i) Stop making further payments to the Developer as demanded by the Developer for the Said Unit and also for the Extras. If the Allottee stops making payments, the Developer shall correct the situation by restarting the construction work and only thereafter the Allottee shall be required to make the next payment without any interest;

or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the

Allottee under any head whatsoever towards the purchase of the Said Unit, also towards Extras as prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

10. **CONVEYANCE OF THE SAID UNIT:**

The Developer shall (after the Developer receives the Total Price of the Said Unit and after the Developer receive amounts due towards the Extras as mentioned in the **SCHEDULE-C** below from the Allottee, execute a conveyance deed and Developer convey the title of the Said Unit to the Allottee along with the undivided proportionate title in the Common Areas to the Association. In case,

however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in favor of the Allottee till payment of stamp duty and registration charges to the Developer is made by the Allottee.

11. MAINTENANCE OF THE SAID UNIT/ BUILDING/ PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Building/ Project till the taking over of the maintenance of the Building/ Project by the association of allottees upon the issuance of the completion certificate (or such other certificate, by whatever name called, issued by the competent authority and/or persons so designated) of the Building/ Project.

11.1 INTERIM MAINTENANCE PERIOD:

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

11.1.1. The maintenance and management of Common Areas by the Developer during the interim maintenance period will primarily include but not limited to maintenance of water works, common electrical installations, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Building/ Project such as and management of general security control of the Building/ Project.

11.1.3 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period, shall be framed by the

Developer with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

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

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 Developer as per this agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the Deemed Date of Possession or Building/ Project completion date whichever is earlier, as mentioned herein above of the Said Unit to the Allottee, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer' failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas/covered parking, mechanical parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Unit or any part thereof, after due notice and

during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

The service areas, if any, within the Building/ Project shall be earmarked for purposes as per the Plan sanctioned by the authorities. The Allottee shall be permitted to use the services areas in any manner whatsoever, those earmarked as common, and the right to use spaces as Common Area or otherwise for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services shall remain with the person/Association, as the case may be, for whom the Limited Common Area is earmarked.

15. **COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

15.1 Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building of the Building/ Project in which the Said Unit is situated is not in any way damaged or jeopardized.

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

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

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

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

17. ADDITIONAL CONSTRUCTION:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Building/ Project after the building plan, layout plan, sanction plan, and specifications, amenities and facilities has been

approved by the competent authority(ies) and disclosed, except for as provided in this Act.

18. **DEVELOPERS SHALL NOT MORTGAGE OR CREATE CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT**

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

20. **BINDING EFFECT:**

Forwarding of this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, (if so directed by Developer) appears for registration of the same before the concerned Sub-Registrar as and

when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and the Building/ Project shall equally be applicable to and

enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

24. **WAIVER NOT LIMITATION TO ENFORCE:**

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer, being the constituted attorney for and behalf of the Vendors of the Said Unit, at the Developer' Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Developer. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Allottee and the Developer or any one or

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

for the time being in force.

33. **DISPUTE RESOLUTION:**

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

The SCHEDULE 'A' above referred to as

"SAID LAND/PREMISES"

(Along with boundaries in all four directions)

ALL THAT piece and parcel of Bastu land physically measuring more or less 17 Cottahs 0 Chittacks and 15 Square feet along with old dilapidated pucca and tile shed structures (now demolished for the sake of development) lying and situated at and being KMC Pre. No. 64, Kailash Pandit Lane (Postal Address – 76, Kailash Pandit Lane), Kolkata- 700053 within the District – South 24 Parganas of West Bengal state of India, under Mouja - Punja Shahpore, Pargana- Magura, P.S-Behala, Sub-Registration Office at A.D.S.R. - Behala and District Registration office at Alipore, R.S. No. 180, J. L. No. 109, Touzi Nos. 93 comprised in L. R. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210 corresponding to R.S. Dag No. 203, 205, 206, 206/1458, 207, 208, 209 and 210 corresponding to C. S. Dag No. 203, 205, 206, 207, 208, 209 and 210 recorded in L. R. Khatian Nos. 1744, 2015, 2016, 2017, 1746, 1747, 1748, 2043, 1750, 2013, 2014, 1752, 1753, 1893, 1894, 2069, 2068 & 2067

corresponding to R. S. Khatian No. 21, 28, 1054, 1152, 1199 & 1464 corresponding to C.S. Khatian No. 28, 21, 156/12, 152 and 152 (Ga) within the municipal limits of Ward No. 117 of the Borough No. XIII of the Kolkata Municipal Corporation (South Suburban Unit), being Assessee Nos. 41-117-06-0064-6, which is butted and bounded in the manner following

ON THE NORTH: By House of Mr. Dutta, Jagaddhatri Mandir & Kailash Pandit Lane.

ON THE SOUTH: By Premises No. 58, Kailash Pandit Lane.

ON THE EAST: By 7.0 Mtr (Av.) wide Kailash Pandit Lane.

ON THE WEST: By Pre. No. 160, Jyotish Roy Road & House of Lakshmi Babu.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

The SCHEDULE 'B' above referred to includes

PART – I as the "Said Unit"

ALL THAT the **Unit No.** ____ having super built up area measuring more or less ____ **Square feet** corresponding to Built Up/Covered Area measuring more or less ____ Square Feet corresponding to carpet area measuring more or less ____ square feet comprising ____ (____) Bedroom, ____ (____) Toilet, ____ (____) W.C., ____ (____) Kitchen, Living cum dinning space and ____ **exclusive Balcony having carpet area measuring more or less** ____ **square feet** earmarked as type -____ on ____ side of the ____ floor along with covered garage/**Parking No.** ____ admeasuring

more or less _____ **square feet** on the _____ side of the **ground Floor** in the **G + VI storied building** named "**MAYA ARCADIA** and of pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act and delineated on the plan annexed hereto and bordered in colour "**RED**" thereon on the plan annexed being Annexure-A hereto **TOGETHER WITH** the right to use the Common Facilities and Amenities in common with the other occupants of the Building/ Project **AND TOGETHER WITH** all other rights appurtenant thereto

PART – II as the
“PLAN of the said “**Unit**”
(Plan annexed being Annexure-A hereto)

The **SCHEDULE 'C'** above referred to includes

PART – I as the “**TOTAL PRICE**”

The Total Price shall be paid by the Allottee is **Rs. _____/- (Rupees _____ only)** for the Said Unit to be paid by the Allottee to the Developer in the manner as mentioned in Part – II below:

Sl.	Description of Unit	Rate(Per Sft)	Amount (in Rs.)
A	UNIT NO._____	Rs. _____/- SFT (M/I)	Rs. _____/-
	C.P. NO. _____	Rs. _____/- SFT (M/I)	Rs. _____/-
	Exclusive Balcony	included	nil
	Open Terrace	NIL	NIL

	TOTAL of "A"		Rs. _____/-
B	Legal Charges to be paid directly to the Advocate		N/A
C	G.S.T, (Extra)	@ 1% or 5%	Rs. _____/-
	TOTAL of "A" + "C"		Rs. _____/-

PART – II above referred to
“Payment Plan/Manner of Payment”

Payment Schedule Percentage of total payment to be made

Sl. No.	Phase of Payment	Amount (in INR)
01.	Money paid with Application	_____
02.	On or before execution of this Agreement Booking Amount including application money as above	10% + GST
03.	On completion of foundation	15% + GST
04.	On completion of Grd floor casting	8% + GST
05.	On completion of 1st floor casting	8% + GST
06.	On completion of 2nd floor casting	8% + GST
07.	On completion of 3rd floor casting	8% + GST
08.	On completion of 4th floor casting	8% + GST
09.	On completion of 5th floor casting	8% + GST
10.	On completion of 6th floor casting	8% + GST
11.	On completion of brickwork of unit	8% + GST
12.	On completion of flooring	6% + GST
13.	On completion of handing over the flat	5% + GST

	Total:	100%
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PART – III above referred to

“Extras” (to be paid above Total Price)

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/saleable spaces in the Building/Project in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Developer to the Allottee, the Developer shall not be liable for any interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Developer to the Allottee.
- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Developer.
- (iii) The Allottee shall also pay to the Developer the following;
 - (a) Proportionate share of costs charges and expenses for consulting,

obtaining, installation of Transformer (if installed) with allied equipment, switches accessories and materials as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.

- (b) Cost of generator (if installed) and its installation charges together with its fixtures and as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.
- (c) Costs for providing extra MS Grill at actual, if required.
- (d) Proportionate reimbursement of the insurance premium payable for the building/Building/ Project.
- (e) GST as applicable and other similar levy as would be payable and applicable on Extras.
- (f) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
- (g) Towards cost of water filtration plant (if installed) as to be estimated at actual as certified by Developer per square foot of the super built-up area of the Said Unit.
- (i) Stamp Duty/Registration Charges/Incidental Expenses.
- (j) Any other expenses on this account as may be so applicable and/or so mutually agreed.

SCHEDULE –D above referred to

“COMMON AREAS, AMENITIES & FACILITIES”

**THE OWNERS AND THE PURCHASER OR PURCHASERS ARE ENTITLED AS
COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS
MENTIONED IN THE INDENTURE SHALL INCLUDE:-**

- 1) Stair cases on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor excepting the other spaces on the Ground floor and the roof of the premises.
- 4) Water pump, Pump room, on the Ground floor, Water Tank, Water Pipes, Overhead Tank on the roof, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair cases, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- 9) Windows. Doors, Grills and other fittings of the common areas of the premises including side space of the premises.
- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open spaces in or about the said premises of the building as are necessary for use and occupancy of the units.
- 11) Electrical wirings, meters (excluding those are installed for any particular Unit).
- 12) **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
 - a) All land and premises described in the SCHEDULE –A hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises.
 - c) Exterior conduits, utility lines.

- d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shaft walls, pump room and apartments, facilities.
- g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists pathways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircases in the said building.
- i) Conduits, utility lines and electrical systems contained within the said building.
- j) The roof or terrace including structure in the said building will jointly be undivided property among the Owners or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owners, other Purchaser, or Purchasers without causing inconvenience to one another.

SCHEDULE –E above referred to

“COMMON EXPENSES TO BE PAID PROPORTIONATELY”

THE OWNERS, PURCHASERS SHALL HAVE TO BEAR:-

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the owners, co-Purchaser or other occupiers of the building.
- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 7) Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats until and unless the said flats/ units handed over to the Owners/prospective purchasers the Developer shall bear all kinds of rates and taxes.
- 8) Litigation expenses as may be necessary for protecting the right, title and

possession to the land and the building.

- 9) Such other expenses as are necessary or incidental for the maintenance, Govt. duties and up-keep of the building as may be determined by the flat and/or Unit Owners' Association.

SCHEDULE F above referred to

“USER RULES/GUIDANCE REGARDING USAGE OF FLATS AND SPACES”

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE SAID UNIT
INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS
UNDER:**

- 1) Not to carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force. And not to commit any act of nuisance.
- 2) Not to demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit and/or Car Parking space, if any, or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect other's FLAT and other spaces within the said building, or the structure thereof, in any manner whatsoever.
- 6) Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in the said 'UNIT' or any portion of the

building housing the same.

- 7) Not to paint outer walls or portion of her/his/their units, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
- 8) The Purchasers of the unit together with other purchasers or Owners of other units shall must have abide by obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the building as aforesaid, nor to obstruct, jeopardize the user thereof, and nor to encumber any of such portion in any manner whatsoever.

SCHEDULE -G above referred to

“SPECIFICATIONS”

1. BUILDING: R.C.C. form work and brick structure.
2. WALLS: 200 mm (8") thick for outer, 125mm (5") for common walls and 75 mm (3") thick for internal partition wall with 1st class brick and approved ratio of mortar.
3. External Walls: Painted with Weather coat waterproof cement based paint.
4. Internal Walls: Primed with snow white plaster of paris or wall putty.
5. Door frames: shall be Malaysian Sal wood.
6. Door Shutters: 30mm thick Hot Pressed Commercial Flush type door shutter fitted with S.S. Hinges, standard Handle from inside, tower bolt on both the sides, thoroughly primed with wood primer and painted with white colour synthetic enamel paint. Main door shutter shall have teak bark pasted on

the external surface and shall also have single bolt GODREJ brand night latch (6 or 7 Lever) and magic eye peep hole fitted.

7. Windows: fully glazed aluminium sliding windows fitted with 4mm thick transparent glass.
8. Grills and railings: As per design thoroughly coat with red lead primer and painted with black colour synthetic enamel paint.
9. Floors: 600mm x 600 mm size Nitco or similar standard brand Glossy Vitrified Tile finish in Bed rooms, Kitchen, veranda and Living Dining space with 100mm (4") skirting and 300mm x 300mm Marble tiles in toilet and w.c with acid polish.
10. Dados: (a) Toilet & W.C- Fitted with white colour decorative glazed tiles of 300mm x 200mm size up to door height. (b) Kitchen- Fitted with deep colour decorative glazed tiles of 300mm x 200mm size up to 600mm height.
11. Cooking Platform: 600mm wide 17mm thick black colour granite slab of required length below the window only would be fixed 800mm high from floor level and a Stainless steel sink of 20" x 16" size shall be fixed on the cooking platform.
12. C.P Fittings: (a) Kitchen- shall have two standard brand pillar tap- one over the sink (long neck) and one below the sink operated through one stop cock. (b) Toilet- shall have C.P head shower rose having hot and cold water connection operated through mixer. Two pillar taps- one fitted below the shower mixer and another fitted beside the white colour porcelain Anglo Indian Water Closet (AIWC) of standard brand with white colour PVC cistern (standard brand). All C.P.V.C/U.P.V.C pipelines shall be concealed inside the brick wall. One 20" x 16" size white colour porcelain basin of standard brand shall be fixed (c) W.C. - shall have Two pillar taps- one fitted at any suitable place and another fitted beside the white colour porcelain

European Water Closet (EWC) of standard brand with white colour PVC cistern of standard brand.

13. Electrical Works: All electrical pipes shall be concealed inside the walls and ceilings. standard brand electrical wires shall be used. All switches and sockets shall be standard brand. Any standard brand Miniature Circuit Breakers shall be fixed for each room. Any standard starters shall be fixed for air conditioners. List of Points to be provided shall be as under follows:-

(a) **Bed Rooms**- shall have Two Light Points, One Ceiling Fan Point, One 5 Pin-5 Amp Power Point operational from single board. Any One Bed Room in the entire flat shall have One Air Conditioner Point suitably located only in master bedroom. (b) **Living cum Dining Room**- shall have Two Light Points, Two Ceiling Fan Points, one 5 Pin-5 Amp Power Point operational from single board. One 5 Pin-5 Amp Power Point for TV , One Cable TV socket and One Telephone socket shall be provided operational from single board suitably located. (c) **Kitchen**- shall have One Light Point, One Exhaust Fan Point, Two 5 Pin-5 Amp Power Point and One 6 Pin-15 Amp Power Point operational from single board. (d) **Toilet**- shall have One Light Point, One Exhaust Fan Point operational from single board from outside, One 6 Pin-15 Amp Power Point for Geyser- socket to be fitted inside and switch to be fitted outside. (e) **W.C** - shall have One Light Point, One Exhaust Fan Point operational from single board from outside. (f) One Call Bell point to be provided in each Flat/tenement.

14. Any work beyond the scope of the work mentioned hereinabove will be **charged extra for extra work or for difference of money for that said changed work**. But any substitution work done for the Owners as per mutual discussion, will not be charged extra.

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

SIGNED, SEALED AND DELIVERED

At Kolkata, in the presence of Witnesses:

1.

VENDORS / FIRST PART

2.

DEVELOPER / SECOND PART

PURCHASERS/ALLOTEE/THIRD PART

Drafted, Read Over, Explained and Identified by me at my office:

Ratan Pal, Advocate

High Court, Calcutta

Enrol No. WB/675/1992

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs.

_____/- (Rupees _____) Only being the earnest money and /or part payment of the total consideration money as per memo below : -

MEMO OF CONSIDERATION

1. By Cheque drawn on _____, _____ branch. Rs. _____/-
2. By Cheque drawn on _____, _____ branch. Rs. _____/-

Rs. _____/-

[**RUPEES _____ ONLY**]

WITNESSES:

1.

2.

DEVELOPER/ SECOND PART