

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____day of JUNE, 2026 A.D

BY AND AMONGST

- 1. MISS. ANISHA DUTTA, (PAN: FQAPD6441P), (AADHAAR: 5689 0908 1708)**, daughter of Sri Ashish Dutta, by faith Hindu, by Nationality Indian, by occupation Advocate, residing at Village: Chanduria. P.O. Simurali, P.S. Chakdaha, Dist. Nadia, State of West Bengal, Pin-741248,
- 2. SMT. SAMITA TARAFDER, (PAN: AEEPT0088B), (AADHAAR: 6101 3282 1602)**, daughter of Late Arun Tarafder, by faith Hindu, by Nationality Indian, by occupation Retired from service, residing at Satendra Co-operative Housing

Society, A-9/145, Kalyani under P.O and P.S Kalyani, Dist. Nadia, state of West Bengal, Pin-741235,

3. **SHRI RAJ KUMAR TANTI**, (PAN: ATEPT3482A), (AADHAAR: 6812 7263 1044), son of Rabilal Tanti, by faith Hindu, by Nationality Indian, by occupation Business, residing at No. I Siddheswari Lane, Kanchrapara, P.O. Kanchrapara, P.S. Bizpur, District: North 24-Parganas, State West Bengal, Pin-743145,
4. **SHRI BISWAJIT KARMAKAR**, (PAN: AQRPK5564C), (AADHAAR: 9803 8250 4823), son of Tapan Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at 5/1040, Gayeshpur, P.O Gayeshpur, Under P.S Kalyani, Dist. Nadia, state of West Bengal, Pin-741234,
5. **SHRI UTPAL SAHA**, (PAN: GJLPS5548P), (AADHAAR: 6184 9032 5635), Son of Lata Shailendra Nath Saha, by faith Hindu, by Nationality Indian, by occupation Business, residing at Pabna Colony, Under P.O and P.S. Chakdah, Dist., Nadia, State of West Bengal, Pin-741222,
6. **SHRI BIPUL KUMAR DUTTA**, (PAN ATLDPD5057E), (AADHAAR 4890 6576 9377), wife of Binay Kumar Dutta, by faith Hindu, by Nationality Indian, by occupation Business, residing at No. I Gobindanagar, P.O Madanpur, Under P.S Chakdaha Dist. Nadia, State of West Bengal, Pin- 743145,
7. **SMT. SUPARNA CHAKRABORTY alia SMT. SUPRANA TAMLI CHAKRABORTY**, (PAN: AJQPT8114P), (AADHAAR: 6678 8306 8858), Wife of Shri Mainak Chakaraborty, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-8/404, Kayani under P.O and P.S. Kalyani, Dist. Nadia, West Bengal, Pin- 741235,
8. **SMT. CHHABI CHAKRABORTY**, (PAN: AUJPC7125R), (AADHAAR: 4123 7910 8201), Wife of Late Amalendu Chakraborty, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-8/406, Kalyani under P.O. and P.S. Kalyani, Dist. Nadia, State of West Bengal, Pin-741235,
9. **SMT. RUBI SAHA**, (PAN GJLPS5581J),(AADHAAR: 6488 0436 1449), Wife of Utpal Saha, by faith Hindu, by Nationality Indian, by occupation Business,

residing at Pabna Colony, Chakdaha under P.O. and P.S. Chakdaha, Dist. Nadia, State of West Bengal, Pin-741222,

10. SHRI SUMIT KUMAR DAS, (PAN AKIPD1495L), (AADHAAR: 63888 6232 4661), Son of Ajit Kumar Das, by faith Hindu, by Nationality Indian, by occupation Business, residing at B-2/216, Kalyani under P.O. and P.S. Kalyani, Dist. Nadia, State of West Bengal, Pin-741235,

11. SHRI CHIRANJIT SAHA, (PAN EJTPS0014J), (AADHAAR: 4976 9725 9774), Son of Utpal Saha, by faith Hindu, by Nationality Indian, by occupation Business, residing at Pabna Colony, under P.O. and P.S. Chakdaha, Dist. Nadia, State of West Bengal, Pin-741222.

12. SHRI MAINAK CHAKRABORTY, (PAN AFIPC9543D), (AADHAR: 3554 9881 6554), Son of Late Amalendu Chakraborty, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-8/406, Kalyani Town, under P.O. and P.S. Kalyani Town, District- Nadia, State of West Bengal, Pin-741235 duly represented by its constituted Attorney '**ROUNAK CONSTRUCTION**' a proprietorship Firm represented by its sole Proprietor **Mr. MAINAK CHAKRABORTY**, Son of Late Amalendu Chakraborty, having **PAN AFIPC9543D, AADHAAR-3554 9881 6554**, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-8/406, Kalyani Town, under P.O. and P.S. Kalyani Town, District- Nadia, State of West Bengal, Pin-741235, by virtue of General Power of Attorney duly registered in the office of the Additional District Sub-Registrar of Kalyani District: Nadia and recorded in Book No.1, Volume No.1903-2022, pages from 17447 to 17472, Being No.190315109 for the year 2026, herein after referred to as the "**OWNERS/VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, successors in interest, successors in Office, legal representatives, executors, administrators and assigns) Parties of the **FIRST PART**.

AND

1. MR....., son of Mr....., PAN XXXXXXXXXX,

2. MRS..... wife of Mr....., PAN XXXXXXXXXX,
both are by faith Hindu, both are by Nationality Indian, both are by occupation Service, both are residing at, Post Office, Police Station, District, PIN-, hereinafter jointly referred to as the **PURCHASERS** (which term or expression shall unless excluded

by or repugnant to the subject or context be deemed to mean and include their

heirs, executors, administrators, successors, legal representatives and assigns)

Parties of the **SECOND PART**

AND

'ROUNAK CONSTRUCTION' a proprietorship Firm, having it's registered address at.....Kalyani Township, under P.O. & P.S. Kalyani, District: Nadia, Pin Code: 741235, represented by its sole Proprietor **Mr. MAINAK CHAKRABORTY**, Son of Late Amalendu Chakraborty, having **PAN AFIPC9543D, AADHAAR-3554 98881 6554**, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-8/406, Kalyani Town, under P.O. and P.S. Kalyani Town, District- Nadia, State of West Bengal, Pin-741235, hereinafter referred to as the **"DEVELOPER/PROMOTER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its, executors, administrators, successors, legal representatives and assigns) Parties of the **THIRD PART**.

The OWNERS/VENDORS, DEVELOPERS/PROMOTER and the ALLOTEE /INTENDING PURCHASER(S) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**

DEFINITIONS:

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

- (i) **"Act"** means Real Estate (Regulation and Development) Act, 2016 and any law or statute enacted or notified at a later date which is made specifically applicable to an ongoing real estate project in the State of West Bengal;
- (ii) **"Rules"** means the rules, if any, framed under the Act;
- (iii) **"Regulations"** means the Regulations, if any, made under the Act;
- (iv) **"Section"** means a section of the Act.

The Project is registered with WBRERA vide Registration No.

WBRERA/X/XXX/2026/XXXXX dated 00/00/2026 .

WHEREAS:

- A. The Owner has represented and warranted to the Promoter that the owner is the owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land with under construction building as more fully described in the **Schedule-A** Above referred to written ("**Larger Land**"). The Owner has further represented to the Developer/Promoter and the Allottee/Intending Purchaser(s) that the ownership of and the freehold title to the Larger Land has devolved unto the Owner in the manner and more fully and particularly described in the **Schedule - G** Above referred to written, which representation shall form an integral part of this Agreement.
- B. In pursuance of the terms of the Development Agreement (*defined in the **Schedule- G [c]** Above referred to written*), the Promoter has decided to develop and construct real estate projects comprising of two multi-storied residential building on the Larger Land in a First Phase ("**Complex**").
- C. In pursuance of the Development Agreement and above scheme, the Owner through the Developer/Promoter had caused the sanctioning of a Two separate building/tower plan, proposing development and construction of a building complex comprising of residential flats and allied facilities on the area of Larger Land, bearing Building Permit No. **SWS-OBPASS/2005/2026/0021** ("**Master Plan**") issued by the Haringhata Municipality and such Master Plan may be extended and/or revised further in the manner as permitted under the applicable laws. It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project herein are not a separate building plan but part of the Master Plan sanctioned by the Haringhata Municipality ("**Project Plan**"), as per the applicable laws, building rules and regulations.
- D. The Developer/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the Project Land on which Project is to be constructed have been completed.

E. The Allottee/Intending Purchaser applied for an self contained residential Flat Unit in the G+.....storied building (Tower No.1/2) of the Project, vide Application letter dated _____ (**“Application”**), **ALL THAT** one self contained residential flat unit No. in Tower No-1, having carpet area of**Sq. ft**, along with separate Balcony Area of**Sq. ft**. appurtenant to the carpet area of the said flat unit (corresponding to a saleable area of **Sq.ft.**), altogether located on theFloor within the Project and/or Complex (hereinafter referred to and identified as the **“Unit”**) **Together With** the perpetual irrevocable right to use the Project Common Areas in common with the remaining allottee/purchasers/lawful occupants of the Project and the Developer/Promoter (in respect of the un-allotted apartments and parking space(s) in the Project **Together With** the perpetual irrevocable right to use Residential Shared Common Areas in common with the remaining allottee/intending purchasers, AND the detail description of the said Flat unit and the Balcony appurtenant to the Carpet Area of the Apartment are given in **Schedule- D** Above referred to.

F. Based on the application letter dated(**“Application Letter”**) the Developer/Promoter had proposed to allot the Unit and the Allottee/intending purchaser agreed to accept such allotment for a total consideration of **Rs./- (Rupees)** and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, the Complex and the Larger Land and their mutual rights and obligations subject to the terms and conditions contained in the said Application Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Agreement and in case of any contradiction, the terms contained in this Agreement shall prevail.

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

H. 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.

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

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee/intending purchaser hereby agrees to purchase the Unit as specified herein above.

K. The Allottee/intending purchaser have done due diligence and got himself/herself/themselves fully satisfied about the rights of the Owners and the Developer/Promoter to the said Larger Land and/or the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee/intending purchaser have also inspected the plans presently sanctioned/permitted by the concerned authorities and deeds and documents and agrees and covenants not to raise any objection with regard thereto.

(a) seen and examined the plans, specifications, components of the Project Common Areas, the Residential Zone Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of

construction thereof and have fully satisfied himself/herself/itself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Developer/Promoter concerning the same;

(b) satisfied itself about the title of the Owner to the Project Land and the Larger Land and the documents relating to the title of the Larger Land and the Project Land, the right of the Developer/Promoter, the Plan of the Project (which is a portion of the integrated plan sanctioned for part of the Complex), the materials used in the Flat Unit and appurtenances, the workmanship and measurement of the Unit, the carpet area whereof has been confirmed to the Allottee/ intending purchaser and shall not raise any requisition about the same;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement for Sale, the Developer/Promoter agrees to sell to the Allottee/ intending purchaser and the Allottee/ intending purchaser hereby agrees to purchase, the Unit as specified in paragraph I above.

1.2 The Total Price for the Unit is **Rs./- (Rupees)** (“**Total Price**”) break up whereof is as follows:

Apartment No.....	
Floor-	
Break-up of Total Price:	
Cost Head	Amount (Rs.)
Unit Cost (Basic Price..... / Sqft on salable Area...../Sqft)	Rs.
Car Parking	Rs.
Property Value	Rs.

Floor Escalation Charge @ Rs. 20 per Sqft per floor (4 th Floor Onwards)	Rs.
GST 5% / 1%	Rs.
Net Total	Rs.
Other Charges : Advance Maintenance of Rs. 3 on SBU for 6 months	Rs.
Club Membership for lifetime @ 150/- Sqft on SBU	Rs.
Electricity @ 70/- Sqft on SBU	Rs.
Power Backup @ 70/- Sqft on SBU	Rs.
Total	Rs.
GST @ 18%	Rs.
Total	Rs.
Net Total	Rs

1.3 In addition to the aforesaid Total Price, the Allottee agrees to make payment of the charges in respect of:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee/ intending purchaser any additional facility and/or utility in or relating to the said flat unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottee/ intending purchaser in addition to those mentioned herein, if agreed upon by the Developer/Promoter in writing and done in compliance with the provisions of Sec. 14 of the Act, which shall be payable before the work is commenced by the Development/Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of

construction of the said flat unit and/or the common areas ultimately resulting in delay in the delivery of possession of the said flat unit by the Developer/Promoter to the Allottee/ intending purchaser, the Developer/Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee/ intending purchaser thereby provided that such additional work is completed within the timeframe mutually agreed between the Promoter and the Allottee/ intending purchaser;

- ii) In the event of the Developer/Promoter providing any additional specifications, amenities or facilities over and above what has been specified in **Schedule D** for the benefit and enjoyment of the Allottee/ intending purchaser in common with the owners/allottee/ intending purchaser and lawful occupants of the Project and the Owner and the Developer/Promoter, the Allottee/ intending purchaser shall be liable to make payment of the proportionate share in respect thereof;
- iii) The Allottee/ intending purchaser shall be liable to pay all the costs, charges and expenses, including mutation fee, for mutation and separate assessment of the Unit;
- iv) The Allottee/ intending purchaser shall be liable to pay all the costs charges and expenses for individual satellite cable TV and internet connection;
- v) The full amount of security deposit and other costs payable to electricity authorities (as may be demanded by the electricity authority) for obtaining direct electric meter in respect of the said flat unit will be separately paid by the Allottee/ intending purchaser as per demand of the electricity authority.
- vi) An amount of Rs./- per K.W is to be paid by the Allottee/ intending purchaser to the developer/promoter for obtaining power back and proportionate share of the total amount of security deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance of lighting, running and operating in the common areas of the premises.

vii) The Allottee/ intending purchaser will be required to pay, on demand, to the Developer/Promoter or to the Concerned Authorities, the applicable stamp duties and registration fees on execution and registration of this Agreement and of the sale deed and other documents to be executed and registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copy writer for copying of such documents and expenses incidental to such registration.

The Allottee/ intending purchaser are fully aware that stamp duty on this Agreement is payable on ad-valorem basis on the market value of the said Flat unit on super built up area basis and the Allottee/ intending purchaser are bound to register this Agreement, failure to do so will be construed as default on part of the Allottee/ intending purchaser.

Explanation:

(i) The allottee shall pay Rs. _____/- as application Fee at the time of making application for his/her allotted of flat unit. The Total Price above

includes the booking amount paid by the Allottee/ intending purchaser to the Promoter towards the Unit. Booking Amount shall mean a sum 10% of the Total Consideration money i.e., **including GST against the Booking Money;**

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

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/ intending purchaser to the

Developer/Promoter shall be increased/reduced based on such change/modification;

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

(iv) The Total Price of the FLAT UNIT includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement for Sale.

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

1.5 The Allottee/ intending purchaser (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Schedule-F** Above referred to written ("**Payment Plan**").

1.6 The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/ intending purchaser by discounting such early payments at such rate as may be decided by the Developer/Promoter and agreed by the Allottee/ intending purchaser for the

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

1.7 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule-D** Above referred to written in respect of the FLAT UNIT or Project, as the case may be without the previous written consent of the Allottee/ intending purchaser.

Provided that the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee/ intending purchaser, or such minor changes or alterations as per the provisions of the Act.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee/ intending purchaser shall have the right to the FLAT UNIT as mentioned Above :

- (i) The Allottee/ intending purchaser shall have exclusive ownership of the Apartment;
- (ii) The Allottee/ intending purchaser shall also have right to use undivided proportionate share in the Project Common Areas. Since the share/interest of Allottee/ intending purchaser in the Project Common Areas is undivided and cannot be divided or separated, the Allottee/ intending purchaser shall use the Project Common Areas along with other occupants, maintenance staff, and Promoter, without causing any inconvenience or hindrance to them. Further, the right of the Allottee/ intending purchaser to use Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer/Promoter shall convey the undivided proportionate title in the Project Common Areas of the

Project to the association of allottee/ intending purchaser as provided in the Act;

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

1.10 It is made clear by the Developer/Promoter and the Allottee/ intending purchaser agrees that the FLAT UNIT allotted to the Allottee/ intending purchaser by the Developer/Promoter, as mentioned in **Schedule-B**, shall be treated as a single indivisible unit for all purposes. It is also agreed that the Project is independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or lined/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/ intending purchaser. It is clarified that the Project facilities and amenities shall be available only for use and enjoyment of the Allottee/ intending purchaser of the Project and their Family members.

1.11 The Developer/Promoter agrees to pay all outgoings till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, which it has collected from the allottee/ intending purchaser (including the Allottee/ intending purchaser herein), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/ intending purchaser (including the Allottee/ intending purchaser herein) or any liability, mortgage loan and interest thereon before

transferring the Flat Unit to the allottee/ intending purchaser, the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee/ intending purchaser have paid a sum of 10% Booking money of total Consideration money **including applicable GST against the Booking Money**; being part payment towards the Total Consideration of the Flat Unit at the time of application the receipt of which the Developer/Promoter hereby acknowledges and the Allottee/ intending purchaser hereby agrees to pay the remaining price of the Flat Unit as prescribed in the Payment Plan (**Part-II of the Schedule-F**) as may be demanded by the Developer/Promoter within the time and in the manner specified therein; Provided that if the Allottee/ intending purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate that may be prescribed in the Rules

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee/ intending purchaser shall make all payments, on written demand by the Developer/Promoter, within the stipulated time as mentioned in the Payment Plan (**Part-II of the Schedule-F**) through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **ROUNAK CONSTRUCTION** payable at Kalyani or in the manner mentioned in the said demand/email.

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

3.1 The Allottee/ intending purchaser, 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 Rules and Regulations made there under or any statutory amendments (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/Promoter with such permission, approvals

which would enable the Developer/Promoter to fulfil its obligations under this Agreement for Sale. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/ intending purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/ intending purchaser shall keep the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/ intending purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for

herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/ intending purchaser only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee/ intending purchaser have seen the specifications of the Flat Unit as also shown in **SCHEDULE – F PART – II** to the Agreement for sale and accepted the Payment Plan, floor plans, layout plans and the specifications which has been approved by the competent authority, as represented by the Developer/Promoter. The Developer /Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer /Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also

strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the municipal laws and shall not have an option to make any variation /alteration /modification in such plans, unless so necessitated for the interest of the Project and such variation is certified by the Architect; provided always any such variation/modification shall remain subject to the already enacted provisions, if any, of the Act. Provided That with respect to the development of other phases on the Complex and/or Future Residential Phase and/or Commercial Zone, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said FLAT UNIT/ Apartment: The Developer /Promoter agrees and understands that timely delivery of possession of the Flat unit/Apartment is the essence of the Agreement. The Developer /Promoter, based on the approved plans and specifications assures to hand over possession of the Flat unit/Apartment on **31st December 2030**, ~~with a further grace period of 6 (Six) Months~~ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or pandemic or any other calamity caused by nature and any event or happening which is beyond the control of the Developer /Promoter affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the

Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Developer /Promoter, upon obtaining the occupancy certificate or completion certificate (which may be granted and termed as partial/block wise occupancy/completion certificate by the concerned municipal authority for the said Project at the said Project Land because of the fact that the concerned municipal authority may be granting a single sanctioned plan for the said Project Land but the said partial completion certificate shall mean and include completion certificate for the said Project and the Tower constructed thereat), whichever be applicable, from the competent authority shall offer in writing the possession of the Flat Unit/Apartment to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the Developer/Promoter shall give possession of the Flat Unit/Apartment to the Allottee. The Developer /Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agrees to pay the maintenance charges as determined by the Developer /Promoter/ association of Allottee, as the case may be. The Developer /Promoter on its

behalf shall offer the possession to the Allottee in writing within **90** days of receiving the occupancy certificate.

7.3 Failure of Allottee/intending Purchaser to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat-unit/ Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer /Promoter shall give possession of the Flat Unit/Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in above mentioned paragraph, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings mentioned in this Agreement.

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

7.5 Cancellation by Allottee/Intending Purchase:— The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as may be provided in the Act and rules there under and until the same is notified, the Allottee must provide notice of at least 30 (thirty) days thus intimating their intention to cancel and on the culmination of the said time period the Agreement shall subject to other legal formalities provided elsewhere in this agreement and otherwise, stand cancelled:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest, within 45 (forty five) days of such cancellation.

7.6 Compensation

The Developer /Promoter shall compensate the Allottee in case of any loss caused to it due to defective title of the said Property, on which the Project is being developed or has been developed, in the manner as may be provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE PROMOTER

The Owner and the Promoter doth hereby represent and warrants to the Allottee as follows-

- (i) The Owner has absolute, clear and marketable title with respect to the said Project Land and/or the Larger Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat Unit/Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat Unit/ Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer /Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat Unit/Apartment and common areas;
- (vi) The Developer /Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner and/or the Developer /Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) The Developer/Promoter fails to provide ready to move in possession of the Flat Unit/Apartment to the Allottee within the time period specified in above mentioned paragraph For the purpose of this clause 'ready to move in possession' shall mean that the Flat Unit/Apartment shall be in habitable

condition which is complete in all respect;

- (ii) Discontinuance of the Developer's/Promoter's business as a P Developer/Promoter on account of suspension or revocation of its registration as may be provided under the provisions of the Act.

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

- (i) Stop making further payments to Developer/Promoter as demanded by the Developer/Promoter. If the Allottee stops making payment, the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (i) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT

The Developer/Promoter, on receipt of Total Price of the Flat-Unit/Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Flat Unit/Apartment together with right to use the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer/Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDINGS/APARTMENT/PROJECT

The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee upon the issuance of the occupancy/completion certificate of the Project. Before taking over the possession of the Flat Unit/Apartment, the Allottee have to pay the Developer/Promoter an amount of as stated hereinabove.

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer/Promoter/association of Allottee shall have rights of unrestricted access of all common areas, car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developer/promoter and/or association of Allottee to enter into the Flat Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Allottee shall, from the Deemed Date of Possession or taking possession, whichever is earlier, be solely responsible to maintain the Flat Unit/Apartment 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 Wing, or the Flat Unit/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Flat Unit/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Wing is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Buildings/Wings or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Buildings/Wings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The Developer/Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project contrary to the building plan, layout plan, sanction plan and specifications, amenities and facilities as has been approved by the competent authority (ies) and disclosed except for as may be provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in **Part- II of Schedule- F** Above referred to mentioned 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/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

25.2 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 each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, at Kalyani in the district of Nadia after the Agreement is duly executed by the Allottee and the Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Kalyani and/or District Sub-Registrar of Nadia at Krishnagar and/or Additional Registrar of Assurances at Kolkata offices having jurisdictions, Hence this Agreement shall be deemed to have been executed at Kalyani.

30. NOTICES

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

Allottee/Intending Purchaser(s): Mr.XXXXXXXXXX (PAN-XXXXXX) & (AADHAR NO. XXXXXXXX), Son of, by Faith - Hindu, by Occupation – Service, residing at, under P.S. -, P.O....., District –, West Bengal, Pin- 7,

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

31. JOINT ALLOTTEES

That in case there are Joint Allottees/ Intending Purchaser all communications shall be sent by the Promoter to the Allottees/ Intending Purchaser 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/ Intending Purchaser.

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 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.

34. ADDITIONAL TERMS:

The additional terms and conditions as per the contractual understanding between the Parties are recorded Above referred to. However, it is expressly

clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above.

34.1 Subject to Promoter not being in material default of its obligations under this Agreement, the Allottee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Project and/or Complex or other parts of the said Larger Land (notwithstanding the delivery of possession of the said Apartment to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the buildings or the said Larger Land or the sale or transfer of the other units/apartments and areas in the Wings/buildings is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or deed or omission on the part of the Allottee, the Promoter is restrained from construction of the Towers/Wings/buildings and/or transferring and disposing of the other units and areas therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter.

34.2 It is expressly clarified herein in respect of the residential apartments, parking spaces and other spaces, properties and other rights comprised in the Project and/or the Complex and/or the Phase-1 and/or Commercial Zone, as applicable, which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Allottee. The Purchaser hereby consents to the same and undertakes not to raise any claim

or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

34.3 The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance, apply for and obtain at his/her/its own costs separate assessment and mutation of the Apartment in the records of the concerned Municipality and the B.L & L.R.O and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;

34.4 The rights of the Allottee in respect of the said Flat Unit under this Agreement can be exercised only upon payment of all moneys which have fallen due towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

34.5 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Association, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Association, as applicable.

34.6 The Promoter shall be obliged to deliver possession of the said Unit subject To the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter Above referred to AND fulfilling all his/her/its other covenants/obligations herein.

34.7 The Promoter shall not be liable to execute or cause to be executed any Conveyance Deed or other instruments in favour of the Allottee until such time the Allottee makes payment of all amounts (including maintenance charges) agreed and required to be paid Above referred to by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this

Agreement and on the part of the Allottee to be observed and performed until then.

34.8 All liabilities owing to non-registration of the Conveyance Deed for the reasons solely attributable to the Allottee shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

34.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and for the purposes of the Project also to install and/or permit any person to install towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Wings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.

34.10 The Allottee shall have no connection whatsoever with the purchasers/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottee (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

34.11 The properties and rights hereby agreed to be sold to the Allottee are and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained.

34.12 In respect of clause 7.1, 7.5, 7.6 and 9.2 of the Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

34.13 In respect of clause 7.1 of the Agreement, it is clarified that, subject to the Act, the Force Majeure events may include epidemic, pandemic, health emergency, Governmental actions including lockdowns (including partial), curfews or any other events beyond the control of the Promoter including but not limited to any change in law, non-availability or irregular availability of essential inputs, labour, water supply or sewerage disposal connection or electric power, or slow down or strike by contractor, construction agency employed/to be employed, change in any Governmental/statutory notifications, any order/stipulation of the courts/statutory or local authorities, any prohibition order from any court of law or statutory authorities affecting the regular development of the Project.

34.14 In respect of clause 7.5 and 9.3 above of this Agreement:

- a. The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. However, in the event the Allottee are required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
- b. The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation.

c. In the event the Allottee are unable to execute the said Deed of Cancellation; the Promoter shall have the right to unilaterally execute and/or register the said Deed of Cancellation and the Allottee shall not object to the same and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

34.15 In respect of clause 10 of the Agreement, it is clarified that the conveyance deed shall be drafted by the solicitors/advocates of the Developer/Promoter.

34.16 The Allottee acknowledges and agrees that the Allottee shall have the right of use of the Common Areas to be used and enjoyed in common with the allottee of the Residential Zone and Commercial Zone as mentioned in Part C of the Schedule-F hereto.

34.17 In respect of clause 18 of the Agreement, it is clarified that for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Larger Land and/or any part thereof and shall be at liberty to create further mortgages and/or charges in respect of the said Larger Land or any part thereof, and the Allottee hereby consents to the same. Provided however that at the time of execution of the Deed of Conveyance, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

34.18 In respect of clause 12 of this Agreement, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to

complete within 30 working days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee are not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Flat Unit/Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Flat Unit/Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- e. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or their agents in the manner in which same is required to be maintained and if the materials and fittings and fixtures provided by the Promoter are not available in the market.
- f. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- g. If the Architect certifies that such defects are not manufacturing defects or due to poor workmanship or poor quality and any normal wear and tear.
- h. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

34.20 The Promoter shall assist the Allottee to obtain electricity meters with respect to his/her/its Apartment from electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to his/her/its Apartment directly to electricity supply agency.

34.21 RESTRICTIONS ON ALIENATION

After Lock-in Period (*as defined Above*) and before taking actual physical possession of the Flat Unit/Apartment in terms of clause 4 hereinabove and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer

or alienate the Flat Unit/Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained Provided That the Allottee may transfer or alienate the Flat Unit/Apartment or his/her rights under this Agreement by way of nomination with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable Above referred to to the Promoter till then and not being in default in observance of his obligations under this Agreement

Provided further that the Allottee shall be liable for payment to the Promoter of a fee/charge calculated @ Rs. 2% of the Total Consideration along with prevailing and applicable taxes as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents of transfer as confirming parties, subject nevertheless to the following terms and conditions:

- a. The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 months ("**Lock-in Period**") from the date of this Agreement for Sale.
- b. The Promoter may grant its consent for such nomination, transfer or alienation only upon being paid the fee/charge as aforesaid. For such request for nomination/transfer, the Allottee shall pay nomination transfer fees @ 200 /- per sq.ft. to be calculated upon saleable area of the consideration price to the Promoter.
- c. Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained Above referred to and on the part of the Allottee to be observed, fulfilled and performed.
- d. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee.

- e. Under no circumstances, the Allottee shall be entitled to let out the Apartment before possession of the Apartment is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable Above referred to and having duly complied with all the Allottee's obligations Above referred to.
- f. All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its transferee.

It is clarified that any change in the control of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. It is further clarified that inclusion of a new joint allottee or change of joint allottee shall be treated as nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee.

Provided that the Transfer of the said Apartment after the Promoter has executed/caused to be executed the deed of conveyance of the Apartment in favour of the Allottee shall not be governed by this clause.

34.22 (A) FORMATION OF ASSOCIATION: In addition, to whatever has been agreed in the clauses mentioned above, the Parties agree that all the purchasers/allottee of the Complex shall form an association, hereinafter referred to as the “**ROUNAK INFINITY**” ASSOCIATION”, in order to ensure the effective and proper management and maintenance of the Common Areas of the project.

(i) An amount of Rs. 5/- per sq.ft. is to be paid by each UNIT owner for formation of the Association.

(ii) Maintenance Security Deposit: Before taking over the possession of the Apartment, the Allottee shall also pay to the Promoter an interest-free security

deposit @ Rs. 3 per sq.ft. for 24 months from the date of taking its position. Cost of the Apartment herein (**"Maintenance Security Deposit"**). All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. At the time of taking over of management and maintenance of the Common Areas by the Associations, the same shall be handed over by the Promoter to the Association. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

(iii) Maintenance Corpus/Sinking Fund: Before taking over the possession of the Apartment, the Allottee shall also pay to the Promoter an interest free security deposit amount towards the Sinking Fund Deposit **Rs.15/-** (Rupees Fifteen per sq.ft.) for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas (**"Maintenance Corpus"/ "Sinking Fund"**) which has been included in the Total Cost of the Apartment herein. All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottee of the Complex without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over to the IVANA Association at the time of taking over maintenance and management of the Rounak Infinity Association, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.

(B) **INTERIM MAINTENANCE PERIOD:** In addition, to whatever has been agreed in the clauses mentioned herein above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. The Promoter, in order to ensure the benefit of the Project and the allottee, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottee but for a period not exceeding 2 (two) year from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period, based on the bills to be raised by the Promoter ("**Interim Maintenance Charge**"). It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the allottee(s) containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- b. The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, culvert, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- c. The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottee are bound to follow the same.
- d. After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

34.23 The Allottee have represented that the Allottee have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner; however, in the event of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, subject however to the Promoter receiving the entire mutually agreed consideration for sale and transfer of the Unit in terms of this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.

34.24 None of the following is intended to be or shall be transferred in favour of the Allottee and the Allottee shall have no ownership whatsoever in respect of (a) The clear demarcated land areas identified, earmarked and dedicated for the Project Common Areas; (c) The Residential Zone Shared Common Areas; (c) Other residential apartments and parking spaces in the Project and/or the other Tower/Wing/Phases/Zone comprised in the Residential Zone/Complex;. It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project and/or the Complex which are not intended to be transferred to the Allottee, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it and in its absolute discretion, without any reference or objection of to the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

34.25 The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Tower/Wing/Phases/Zone comprised in the Complex and/or the transfer, sale or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Tower/Wing/Phases/Zone comprised in the Complex.

34.26 The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Residential Zone Shared Common Areas.

34.27 The Allottee have, inter alia, inspected and verified all the documents as also the Project Plan of the Apartment, the Project, the Residential Zone and is satisfied as to the Plan and the condition and description of all fixtures and fittings to be installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the Residential Zone Shared Common Areas.

34.28 The Allottee understands that the car parking spaces located in the complex are not part of the Project Common Areas. A parking space may be allotted/sold by the Promoter to an allottee/purchaser of an apartment comprised in any of the UNIT within the Residential Zone and such allottee shall have unrestricted, perpetual, irrevocable, non-exclusive right to access and use the driveways/ramps located within the larger land for ingress and egress to and from his allotted parking space in common with the Allottee, the Promoter (for the unallotted apartments and parking spaces) and other allottee/purchasers/lawful occupants of the complex.

34.29 The Project Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for

perpetual, irrevocable, non-exclusive use and enjoyment by the Allottee in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottee/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project **SAVE AND EXCEPT** the ramps/driveways in the complex which shall form a part of the Residential Zone Shared Common Areas, more fully and particularly described in **Part B of Schedule-C**.

34.30 The Allottee shall be entitled to the perpetual, irrevocable but nonexclusive right to use the Residential Zone Shared Common Areas more fully and particularly described in **Schedule-C**, which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottee/purchasers/lawful occupants of the Project in common with the Promoter (for the unallotted or retained apartments/units/spaces) and the allottee/purchasers/lawful occupants of the others Tower/Wing/Phases of the Complex/Residential Zone, as applicable.

34.31 The Apartment along with Parking Spaces shall be treated as a single indivisible unit for all purposes. The Allottee shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future deeds or conveyances or instrument of transfer.

34.32 The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Residential Zone and Shared Common Areas, as the case may be, payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Agreement and/or Deed of Conveyance to be executed

are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

34.33 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that since under the provisions of applicable laws, the common areas and/or the land comprised in the said Larger Land/Residential Zone Land or any part thereof are required to be transferred to the association, the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and discharged by the allottee proportionately and/or the association of allottee (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other allottee shall keep the Promoter fully indemnified with regard thereto.

34.34 The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the said Larger Land/Residential Zone Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

34.35 The Allottee have understood that the Tower/Wings/infrastructure and/or amenities and facilities comprised within the various Phases of the Complex shall be constructed on the basis of sanction of an integrated Master Plan sanctioned on the area of Larger Land and the said plan is impartible and

indivisible, subject to modifications/revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Residential Zone Land.

34.36 The Allottee shall be liable to pay a sum of 1% of Unit Consideration Value along with prevailing and applicable taxes towards the legal charges for preparation of this Agreement and the proposed deed of conveyance to be executed in pursuance hereof. Out of which one-half shall be paid by the Allottee at or before execution hereof and the balance one-half on or before the date of possession of the Apartment.

34.37 The Allottee hereby expressly and unequivocally agrees to strictly observe and fulfil the rules, regulations and restrictions as described in the **Schedule-H** Above referred to written for the better use and enjoyment of the Apartment, Parking Space and also for the better management and maintenance of the Tower/Wings and the Project.

35. To be read with point no 1:

In absence of any prescribed rate, at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum for the period of such delay.

36. To be read with point no 2:

The Allottee/ intending purchaser shall be liable to remit each instalment as mentioned in the Payment Schedule after deducting TDS as applicable. Further, on dishonour of a cheque on any ground whatsoever, the Allottee/ intending purchaser shall be liable to pay to the Developer/Promoter a charge of as charged by the concerned Bank, for every such dishonour.

37. To be read with point no 6:

Provided further that the Project is an independent Project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Phase/project in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottee/purchasers of the Project and those of the other Wings/Phases comprised in the Complex and/or the Larger Land.

38. To be read with point no 7.4:

Provided that the Developer /Promoter shall handover the necessary document and plans including common areas, to the association of Allottee or the competent authority, as the case may be within thirty days after obtaining the occupancy certificate.

39. To be read with point no 8:

(I) There are no encumbrances upon the said Project Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the Project Land and shall be at liberty to create further mortgages and/or charges in respect of the Project Land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance, the Developer/Promoter

assures to have the said Flat Unit/Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her/it making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the said Flat Unit/Apartment free of all such mortgages and charges created by the Promoter.

(II) The Developer/Promoter further covenants that the Project is an independent project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Wing/Phase in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottee/purchasers of the Project and those of the other Wing/Phases/Zone comprised in the Complex/Larger Land.

35. CONSISTENCY:

Any terms and conditions stated herein are not in derogation of or inconsistent with the terms and conditions set out in the Act and the Rules and Regulations made tAbove referred to.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kalyani, District: Nadia in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: Intending Purchaser (s) (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Developer/Promoter :

SIGNED AND DELIVERED BY THE WITHIN NAMED : Land Owners being
represented by their constituted Attorney :

WITNESSES:

1. Signature

—

Name

—

Address

—

2. Signature

—

Name

Address

SCHEDULE-A
(Larger Land)

ALL THAT piece and parcel of "Viti/Bastu" land measuring 124.1 (One Hundred Twenty Four point One) decimals of vacant land, be the same a little more or less, together with one multi storied (G+12 storied) building Commonly known as "ROUNAK INFINITY" standing on L.R. Plot Nos. 1516, 1517, 1518, 1523, 1524, 1537, 1538, appertains to L.R Khatian Nos. 2134, 2135, 2136, 2137, 2138, 2139, 2141, 2142, 1203, 1206 of Mouza- Balindi, under Haringhata Municipality, Ward No. 6, Holding Nos. 175/C, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, West Bengal, along with common facilities and amenities, which is butted and bounded by:

ON THE NORTH	60 feet wide Concrete Road.
ON THE SOUTH	Property of Kartick Paul,
ON THE EAST	Property of Kartick Paul & Others
ON THE WEST	Property of Paresh Ghosh & Others

SCHEDULE- B
(Apartment/ Unit)

ALL THAT piece and parcel of one complete/*fully furnished flat unit being* Flat No. A/1 measuring about 868 (Eight hundred sixty eight) Square feet of super built up, which 800 (Eight hundred) Square feet of built up area and 750 (Seven hundred Fifty) Square feet of cocered area, which is consisting of Two bedrooms, one living cum dining space, one kitchen, Two Western Toilet and Privy and one verandah on the First Floor (south-west side) of the said building and together with one covered four wheeler car parking space measuring more or less in 100 (One hundred) Square feet on the Ground floor said building/tower No.1/2 constructed on the property comprised in L.R. Plot Nos. 1516, 1517, 1518, 1523, 1524, 1537, 1538, appertains to L.R Khatian Nos. 2134, 2135, 2136, 2137, 2138, 2139, 2141, 2142, 1203, 1206 of Mouza-Balindi, under Haringhata Municipality, Ward No. 6, Holding Nos. 175/C, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, West Bengal, which is fully and particularly described in the FIRST SCHEDULE written hereinabove together with undivided impartible proportionate share of land underneath and right to use the common areas and installations and all other easement rights and privileges and the flat is particularly delineated in colour border '**RED**' in the Map or Plan No. I annexed hereto and the said garage is particularly delineated in colour border '**RED**' in the Map or Plan No. II annexed hereto.

SCHEDULE- C
Part – A: (Project Common Areas):

1. Entire Project Land
2. RCC structure
3. ACC Blocks cement plastering wall
4. Entrance and exit to the lobby of Wing No. 1
5. Letter box space
6. Duct/Shaft
7. Internal Driveway
8. Passenger Lifts with respective lobbies and Lift Machine Room and its installations
9. Staircases
10. Electrical lines and fittings
11. Water lines and fittings
12. Fire Refuse Platform

Part – B:(RESIDENTIAL ZONE SHARED COMMON AREAS):

1. Driveway
2. Drainage lines and fittings
3. Electrical lines and fittings
4. Plumbing lines and fittings
5. Transformer(s) and its Space
6. CESC Meter Room /Panel Room
7. Corridors with refuse areas
8. Fire refuse platform
9. Security Guard Room on the Ground Floor
10. Entire Residential Zone Land (excluding the lands underneath the WINGS and Access Passage as demarcated and depicted in map/plan annexed hereto and marked as Annexure “IV” and marked in colour “Blue”)
11. Ground level of podium connecting the TOWERS/WINGS with driveway and ramp area (excluding the sanctioned parking spaces)
12. Lift lobby area, service lift area, staircases and lobbies, driveway including ramp (excluding the sanctioned parking spaces), pump room, Toilet(s) for common service providers, Association Office and Facility Manager Office.
13. Ground level of podium connecting TOWERS/WINGS with staircases ramp and common driveway area (excluding the sanctioned parking spaces).
14. Sitting area with Tree Plantation, Adda Zone, located on the Ground Floor
15. Driveway and ramp area (excluding the sanctioned parking spaces).
16. Baby Pool, Swimming Pool with Deck, Changing Room Planter Bed, Air-conditioned Gym, Air- conditioned Community Hall with Pantry, Toilet.

**SCHEDULE- D [“Specifications, Amenities and Facilities”]
PART “I”**

[“Specifications, Amenities and Facilities which are part of the Apartment”]

Balcony	Vitrified tiles flooring with M.S. Railing
Internal Walls	RCC structural & non- structural walls, AAC Blocks Cement plastering overlaid with smooth, POP finish.
Doors	Wooden Doors frames, Decorative laminated finish, main entrance flush door with lock & eye piece. Internal flush door with primer coating on both sides.
Windows	Sliding anodized aluminium French window with glass panes.
Flooring	2’X 2’ Vitrified tiles in living, dinning and in all bedrooms
Kitchen	Door separating utility area (if any) utility area and the Kitchen. Polished granite top platform with stainless steel sink, glazed tiles dado up to 2 feet height above the platform. Anti-skid ceramic tile flooring in the kitchen, sink, one tap.
Toilet	Tiles on the floor and glazed tiles on walls up to door height. Hot and cold-water points for shower area only. Western style white sanitary fittings of reputed make. Good quality C.P. fittings, basin.
Electricals	a) Copper concealed wiring of reputed make. b) Modular switches with MCB & DB. c) AC Points: In all bedrooms, living-dining area d) Telephone point in living-dining e) TV cable point in master bedroom & living dining. f) Geysers point in all bathrooms.

	g) Exhaust fan outlet in Kitchen & all toilets h) Calling Bell point at main door
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PART “II”

[“Specifications, Amenities and Facilities which are part of the Project”]

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Eco-friendly brickwork with Autoclaved Aerated Concrete (AAC) blocks used for better quality, thermal insulation, reduction of damp.
Entry & Exit Gate	:	MS gate with Paint
Lobby	:	Ground Floor and Typical Floor Lobby Tiles finished
Staircase	:	Finished with good quality marble/kota stone and mild steel/brick railing.
Lifts	:	2 Nos. Passenger Lift of reputed make in each Wing. Lift Machine Room as per design.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling. (VDF)
Roof Treatment & Roof facility	:	Plain cement concrete with necessary admixture, Swimming pool, gym, pool deck and separate roof top party area.
Water Tanks	:	R.C.C. underground water reservoir for Fire and Domestic purpose. R.C.C. overhead tanks.

Electrical room and fittings	:	Electrical meter room for electricity meter and allied installations and electrical wiring and mains etc. for lightning of the common area.
Telephone/Intercom	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit, connected with Guard Room/Goomty/Security Room.
Painting And Finishing	:	Outside face of external walls – Latest weatherproof non-fading exterior finish of the good quality. Internal face of the walls POP finish. Aluminum Window, Internal Doors/gates will be painted with two coats of enamel paints over two coats of primer
Water Supply	:	24-hour Water Supply arrangement through pipelines, installed through K.M.C/borewell subject to approval from the Concerned Authority
Water Filtration	:	Water softener plant and its installation and the space required thereof
Sewage treatment plant		As per PCB norms.
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	DG Set for common area power back, its installation and the space thereof.

Fire Fighting	:	Fire fighting system installed as per WBFES guidelines and Fire refuge platforms
Driveways	:	Internal roadways and pathways of the said phase Internal driveway within the wing for the Multilevel Car Parking, if any
Ramp to Podium	:	Ingress and Egress of Car Parks from Ground floor to 1 st Floor, 2 nd Floor of Standard Design
Landscape and plantation	:	As per the Architect Design
Water Body	:	As per applicable laws
Solar Panel	:	As per PCB Norms
CCTV	:	CCTV and its installation and the place thereof

SCHEDULE- E**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottee in common with each other, main entrance and exit gates, landings and staircases of the Wings and enjoyed by the allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the premises so enjoyed or used by the allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines, equipment's and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipment's and accessories, CCTV, Security Systems, Deep Tube Well, the air-conditioned hall, culvert etc., if and as applicable) and also the costs of annual maintenance contracts, repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons,

caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.

4. **TAXES:** Municipal and other rates, taxes, revenues and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Tower/Wing and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

SCHEDULE- F, PART-I
(Total Cost)

Rs./- (RupeesOnly) which includes the price of the Flat Unit/Apartment, other charges & GST for the Flat Unit/Apartment and the Parking Space (if any) to be paid by the Allottee to the Developer/Promoter in the manner as mentioned in Part-II Above :

PART-II (Instalments / Payment Plan)

The amount mentioned in **PART-I** of this **SCHEDULE** hereinabove shall be paid by the Allottee/intending purchaser to the Developer/Promoter by R.T.G.S/cheques/Pay Orders/Demand Drafts drawn in the name of “**ROUNAK CONSTRUCTION**” or by online payment (as applicable) as follows:

Particulars	Due On	Amount Payable on against demnd of
Application Fee	1,00,000.00	-
Booking Amount	Within 15 days from the date of application	10% of total value less application fee
After Registration for Agreement to Sale	With in 30 days of Booking	10% of Total Price + GST
1 st Installment	On start of Pilling	10% of Total Price + GST
2nd Installment	Foundation Completed	10% of Total Price + GST
3rd Installment	2nd Floor Roof Casting	7.5% of Total Price + GST
4th Installment	4th Floor Roof Casting	7.5% of Total Price + GST
5th Installment	6th Floor Roof Casting	7.5% of Total Price + GST
6th Installment	8th Floor Roof Casting	7.5% of Total Price + GST
7th Installment	10th Floor Roof Casting	7.5% of Total Price + GST

8 th Installment	Last Floor Roof Casting	7.5% of Total Price + GST
9 th Installment	After Flooring Complete	5% of Total Price + GST
10 th Installment	Completion of unit	5% of Total Price + GST
Final Installment	Possession	5% of Total Price + GST
Total		100 % + GST

GRAND TOTAL :Rs./- (RupeesOnly) Extra Charges to be paid at the time of final possession except the legal charges and the charges for Electricity & Power Backup which is to paid at the time of signing the agreement.

SCHEDULE-G
(Devolution of Title)

WHEREAS the VENDORS hereto above are the absolute owners of ALL THAT piece and parcel of 'Bastu' land measuring about 124.1 (One Hundred Twenty Four point One) decimals of vacant land, be the same a little more or less, of L.R. Plot Nos. 1516, 1517, 1518, 1523, 1524, 1537, 1538, appertains to L.R Khatian Nos. 2134, 2135, 2136, 2137, 2138, 2139, 2141, 2142, 1203, 1206 of Mouza- Balindi, under Haringhata Municipality, Ward No. 6, Holding Nos. 175/C, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District: Nadia, State of West Bengal, which is more fully and particularly described in the **First Schedule** Above referred to written and hereinafter referred to as the 'Said property' which they have acquired in the manner described in the subsequent paragraphs hereinafter in the recital of this Deed of Conveyance.

AND WHEREAS Miss. Anisha Dutta (VENDOR No.1) and Samita Tarafdar, (VENDOR No. 2) herein above have jointly purchased a total area of 18.5 decimals of land in R.S & L.R Plot No. 1523 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Shri Mainak Chakraborty, son of Late Amalendu Chakraborty, vide a deed of sale, being No. 130300928 for the year 2026, recorded in Book No. I, Volume No. 1303-2026, pages from 24839 to 24854, registered in the office of the A.D.S.R. Kalyani, District: Nadia, wherein Miss Anisha Dutta has acquired an area of 10 decimals of land and Smt. Samita Tarafdar has acquired 8.5 decimals of land pursuant to the said purchase deed. They have recorded their names in the present L.R. & R.O.R and also mutated their names in the office record of the Haringhata Municipality in respect of their purchased land. Thus, Miss Anisha Dutta is entitled ALL THAT piece and parcel of land measuring 10 decimals lying and situated in R.S. & L.R. Plot No. 1523, appertains to L.R. Khatian No. 2139 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia and Smt. Samita Tarafdar is entitled to ALL THAT piece and parcel of land measuring 8.5 decimals lying and situated in

R.S. & L.R. Plot No. 1523, appertains to L.R. Khatian No. 2134 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No. 6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District-Nadia.

AND WHEREAS, Shri Rajkumar Tanti, (Vendor No.3) Shri Biswajit Karmakar (Vendor No.3) and Shri Utpal Saha, (Vendor No.3) herein above, have jointly purchased a total area of 24 decimals of land in R.S & L.R Plot No. 1538 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Shri Mainak Chakraborty, son of Late Amalendu Chakraborty, vide a deed of sale, being No. 130300929 for the year 2026, recorded in Book No. I, Volume No. 1303-2026, pages from 24807 to 24822, registered in the office of the A.D.S.R. Kalyani, District: Nadia, wherein the said Shri Rajkumar Tanti has acquired an area of 4 decimals of land and Shri Biswajit Karmakar has acquired 10 decimals of land and Shri Utpal Saha has acquired an area of 10 decimals of land by way of said purchase. They have recorded their names in the present L.R. & R.O.R and also mutated their names in the office record of the Haringhata Municipality in respect of their purchased land. Thus, Shri Rajkumar Tanti is entitled to ALL THAT piece and parcel of land measuring 4 decimals lying and situated in R.S. & L.R. Plot No. 1538, appertains to L.R. Khatian No. 2135 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Shri Biswajit Karmakar is entitled to ALL THAT piece and parcel of land measuring 10 decimals of land lying and situated in R.S. & L.R. Plot No. 1538, appertains to L.R. Khatian No. 2136 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Shri Utpal Saha is entitled to ALL THAT piece and parcel of land measuring 10 decimals of land lying and situated in R.S. & L.R. Plot No. 1538, appertains to L.R. Khatian No. 2137 of Mouza Balindi, J.L No. 7, with in the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia.

AND WHEREAS, Smt. Samita Tarafdar, (Vendor No.2) Shri Bipul Kumar Dutta (Vendor No.6) and Shri Rajkumar Tanti, (Vendor No.3) herein above have jointly purchased a total area of 20 decimals of land in R.S & L.R Plot No. 1524 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Shri Mainak Chakraborty, son of Late Amalendu Chakraborty, vide a deed of sale, being No. 130300930 for the year 2026, recorded in Book No. I, Volume No. 1303-2026, pages from 24775 to 24790, registered in the office of the A.D.S.R. Kalyani, District: Nadia, wherein the Smt. Samita Tarafdar has acquired an area of 2.5 decimals of land, and Shri Bipul Kumar Dutta has acquired 11.5 decimals of land, and Shri Rajkumar Tanti has acquired an area of 6 decimals of land by way of said purchase. They have recorded their names in the present L.R. & R.O.R and also mutated their names in the office record of the Haringhata Municipality in respect of their purchased land vide said deed of sale. Thus, Smt. Samita Tarafdar is entitled to ALL THAT piece and parcel of land measuring 2.5 decimals lying and situated in R.S. & L.R. Plot No. 1524, appertains to L.R. Khatian No. 2134 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Bipul Kumar Dutta is entitled to ALL THAT piece and parcel of land measuring 11.5 decimals of land lying and situated in R.S. & L.R. Plot No. 1524, appertains to L.R. Khatian No. 2141 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Shri Rajkumar Tanti is entitled to ALL THAT piece and parcel of land measuring 6 decimals of land lying and situated in R.S. & L.R. Plot No. 1524, appertains to L.R. Khatian No. 2135 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District: Nadia.

AND WHEREAS, Smt. Suparna Chakrabarty, (Vendor No.7) Smt. Chhabi Chakrabarty (Vendor No.8) and Smt. Ruby Saha (Vendor No.9) have jointly

purchased a total area of 25.6 decimals of land in R.S & L.R Plot No. 1518 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Shri Mainak Chakraborty, son of Late Amalendu Chakraborty, vide a deed of sale, being No. 130300931 for the year 2026, recorded in Book No. I, Volume No. 1303-2026, pages from 24759 to 24774, registered in the office of the A.D.S.R. Kalyani, District: Nadia, wherein Smt. Suparna Chakrabarty has acquired an area of 5.6 decimals of land, and Smt. Chhabi Chakrabarty has acquired 10 decimals of land and Smt. Rubi Saha has acquired an area of 10 decimals of land by way of said purchase. They have recorded their names in the present L.R. & R.O.R and also mutated their names in the office record of the Haringhata Municipality in respect of their purchased land vide said deed of sale. Thus, Smt. Suparna Chakrabarty is entitled to ALL THAT piece and parcel of land measuring 5.6 decimals lying and situated in R.S. & L.R. Plot No. 1518, appertains to L.R. Khatian No.2143 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Chhabi Chakrabarty is entitled to ALL THAT piece and parcel of land measuring 10 decimals of land lying and situated in R.S. & L.R. Plot No. 1518, appertains to L.R. Khatian No. 2144 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Ruby Saha is entitled to ALL THAT piece and parcel of land measuring 10 decimals of land lying and situated in R.S. & L.R. Plot No. 1518, appertains to L.R. Khatian No. 2145 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No. 6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District: Nadia.

AND WHEREAS, Shri Sumit Kumar Das (Vendor No.11) and Shri Chiranjiti Saha (Vendor No.12) have jointly purchased a total area of 20 decimals of land in R.S & L.R Plot No. 1537 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Shri Mainak Chakraborty, son of Late Amalendu Chakraborty, vide a deed of sale, being No.

130300933 for the year 2026, recorded in Book No. I, Volume No. 1303-2026, pages from 24743 to 24758, registered in the office of the A.D.S.R. Kalyani, District: Nadia, wherein the said Shri Sumit Kumar Das acquired an area of 10 decimals of land and the said Shri Chiranjit has acquired 10 decimals of land by way of said purchase. They have recorded their names in the present L.R. & R.O.R and also mutated their names in the office record of the Haringhata Municipality in respect of their purchased land. Thus, Shri Sumit Kumar Das is entitled to ALL THAT piece and parcel of land measuring 10 decimals lying and situated in R.S. & L.R. Plot No. 1537, appertains to L.R. Khatian No. 2142 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia. The said Shri Chiranjit Saha is entitled to ALL THAT piece and parcel of land measuring 10 decimals lying and situated in R.S. & L.R. Plot No. 1537, appertains to L.R. Khatian No. 2138 of Mouza Balindi, J.L No. 7, within the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District-Nadia.

AND WHEREAS, Smt. Suparna Chakrabarty (Vendor No.7) herein above was alone purchased an area of 6 decimals of land in R.S & L.R Plot No. 1516 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Islam Mondal & Others, vide a deed of sale, being No. 130300192 for the year 2016, recorded in Book No. I, Volume No. 1303 - 2016, pages from 7250 to 7269, registered in the office of the A.D.S.R. Kalyani, District: Nadia. She has recorded his name in the present L.R. & R.O.R, in Khatian No. 1206 and also mutated her name in the office record of the Haringhata Municipality in respect of her purchased land. Thus, said Suparna Chakrabarty is also entitled ALL THAT piece and parcel of land measuring 6 decimals lying and situated in R.S. & L.R. Plot No. 1516, appertains to L.R. Khatian No.1206 of Mouza Balindi, J.L No. 7, with in the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District: Nadia.

AND WHEREAS, Shri Mainak Chakrabarty (Vendor No.12) has purchased an area of 10 decimals of land in R.S & L.R Plot No. 1517 of Mouza: Balindi, J.L. No. 7, under P.S. Haringhata, within the local limit of Haringhata Municipality, District: Nadia, from one Md. Rafikul Mondal, vide a deed of sale, being No. 1234 for the year 2016, recorded in Book No. I, Volume No. 1303 - 2016, pages from 23980 to 23991, registered in the office of the A.D.S.R. Kalyani, District: Nadia. He has recorded his name in the present L.R. & R.O.R, in Khatian No. 1203 and also mutated his name in the office record of the Haringhata Municipality in respect of his purchased land. Thus, said Mainak Chakraborty is entitled ALL THAT piece and parcel of land measuring 10 decimals lying and situated in R.S. & L.R. Plot No. 1517, appertains to L.R. Khatian No.1203 of Mouza Balindi, J.L No. 7, with in the local limit of Haringhata Municipality, in Ward No.6, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, District: Nadia.

AND WHEREAS the parties of the **FIRST PART** being the aforesaid Land Owners have good and marketable title to the said properties which is free from all encumbrances. All the LAND OWNERS with the view to developed their respective properties have unanimously decided to develop their lands and amalgamated their respective lands into one Plot and executed one Deed of Amalgamation on 10/03/2026, which was registered in the office of the A.D.S.R of Kalyani, District: Nadia, being No. 130301291 for the year 2026, recorded in Book No. I, Volume No. 1303-2026 pages 39193 to 39256. The said amalgamated properties are specifically described in the FIRST SCHEDULE herein Above and the same is not subject to any mortgage, charge or any other encumbrance.

AND WHEREAS the above-named VENDORS are entitled to Above FIRST schedule properties, specifically mentioned in the FIRST schedule above and they became the absolute owners of the said amalgamated 124.2 decimals of land, having their respective shares therein. Names of all the VENDORS have been recorded in the L.R Settlement Record and also mutated their names in the Assessment Register of Haringhata Municipality in respect of the above schedule amalgamated properties into one holding, being No.175C of Ward No.6. Thus, the VENDORS

above-named, i.e. the Parties of the FIRST PART have become the absolute owners and possessors of their respective areas of purchased land, which is specifically mentioned in the FIRST schedule above .

B. The total area of the land as per above mentioned Sale Deeds and deed of amalgamation is 124.2 decimals, a little more or less.

C. By a development agreement dated 2nd day of June, 2026 (**“Principal Agreement”**) duly registered with the office of Additional District Sub-Registrar of Kalyani and recorded in Book No I, Volume No 1903-2021, Pages from 17387 to 17446, **Being No. for the year 2026**, the owners therein, inter alia, granted development rights to the Promoter with respect to **ALL THAT** piece and parcel of land area of 124.2 decimals (be the same, a little more or less) comprised with portions of on L.R. Plot Nos. 1516, 1517, 1518, 1523, 1524, 1537, 1538, appertains to L.R Khatian Nos. 2134, 2135, 2136, 2137, 2138, 2139, 2141, 2142, 1203, 1206 of Mouza- Balindi, under Haringhata Municipality, Ward No. 6, Holding Nos. 175/C, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, West Bengal, TOGETHER WITH structures standing thereon lying and situated at and being **Municipal Holding No. 175/C**, under Police Station Haringhata, within the limits of Ward No. 06 within the jurisdiction of the Addl. District Sub Registrar at Kalyani, District Nadia for the purpose of developing the Project on the terms and conditions contained therein and on even date the owners therein had granted General Power of attorney after registration of the said Development Agreement in favour of the Promoter/ Developer herein vide a registered Power of Attorney dated 2nd day of June, 2026 and registered with the office of the Additional District Sub-Registrar of Kalyani, District: Nadia and recorded in Book No I, Volume No 1903-2022, Pages from 17447 to 17472, **Being No. for the year 2026 (“The Power of Attorney”)**.

D. In terms of the Development Agreement, the owners therein were able to cause the conversion of the land from various natures into Housing Complex.

E. In the circumstances as stated above, the Owners herein individually and separately, became the owner and are seized and possessed of or otherwise well and sufficiently entitled to the Larger Land as stated in the Schedule 'A' hereto mentioned.

SCHEDULE- H
(COMMON RULES AND RESTRICTIONS)

As a matter of necessity, the ownership and enjoyment of the Units/apartments by Allottee shall be consistent with the rights and interest of all the other allottee and in using and enjoying their respective units and the Common Areas and Installations, each of the allottee shall be bound and obliged:

- (a) to co-operate with the other co-buyers and co-occupiers of the Project, Interim body/Association, as the case may be, in the management and maintenance of the said Project Land and the common purposes.
- (b) to observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Project Land and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or Association, as the case may be.
- (c) to allow the Association and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Wings and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their units within seven days of giving of a notice in writing by the Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- (d) to use their respective Units/apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding and Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating and Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.
- (e) not to use the ultimate roof of the buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottee.

- (f) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Residential Zone Land free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the said Residential Zone Land or the apartment.
- (g) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Tower/Wings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any allottee shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its apartment.
- (h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any unit or any part of the said Residential Zone Land or may cause any increase in the premia payable in respect thereof.
- (i) not to alter the outer elevation of the buildings or any part thereof nor decorate the exterior of the buildings or the said Residential Zone Land otherwise than in the manner agreed by the Association in writing or in the manner as near as may be in which it was previously decorated.
- (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Wings nor allow or permit any other person to do so.

(k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Tower/Wings.

(l) to keep their respective units and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other Unit in the Wings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Wings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over Above or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls, slabs or RCC, passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(m) Apartment/Unit : -

- The Allottee is aware that the Flat Unit/Apartment shall be given as per specifications as mentioned herein.
- Cable/Wires: That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Flat Unit/Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other co-Buyers and/or co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the respective wing or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the said Project Land/ Residential Zone Land and outside walls of the wing(s) save and except in the manner indicated by the Promoter or the Association, as the case may be.

- **Connectivity:** The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/high speed broadband/other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with any service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Wings or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.

- **Air condition and refrigerator:** The Flat Unit/Apartment will be provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units. That the Allottee shall not install any window air conditioning units anywhere in the said Flat Unit/Apartment and in such areas where air-conditioners are not installed by the Promoter and shall install air-conditioners only in designated areas as approved by Promoter.

- (n) **Balcony:** In case any Balcony, be attached to any apartment, then the same shall be a property/right (as applicable) appurtenant to such apartment and the right of use and enjoyment thereof shall always travel with such apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony independently (i.e. independent of the apartment owned by such Allottee);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Balcony nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards; and
 - iv) The Allottee thereof shall not convert the same into a garden by adding weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building.
- (o) Car Parking Space: In the event any Allottee has been allotted any car Parking Space within the said Residential Zone Land, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
- i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
 - ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his apartment to any other allottee of apartment in the Wing and none else;
 - (i) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls/ barricades etc. of any nature whatsoever or raise any kacha

or pucca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

(ii) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Residential Zone Land or any other portion of the said Residential Zone Land save at the allotted Parking Space;

(iii) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said wings and the said Residential Zone Land.

(iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.

(v) The Allottee shall use the designated car wash areas earmarked for the same by the Promoter. Car wash services shall also be available on pay and use basis.

p) not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units, the Parking space and the Common Areas.

q) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

r) not be entitled to nor permitted to make any structural changes/modifications to their respective units or any part thereof Provided that internal finishing work may be carried out by the Allottee in a lawful manner.

- s) not make construction of any nature whatsoever (be it temporary or permanent) in or about/above the balcony/terraces etc., nor cover the same in any manner, including shamianas etc.
- t) not to fix or install air conditioners in their respective apartments save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Allottee shall also get the layout plan of the air conditioner/s to be installed in their respective apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective apartments.
- u) not to close or permit the closing of Verandahs, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door / entrance of the Apartment and also not to install any grill/ collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the buildings and the Project.
- v) not to make in the apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- w) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Project Land including those under the West Bengal Fire Service Act and rules made tAbove referred to and shall indemnify and

keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.

x) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made tAbove referred to) of the Government, Kolkata Metropolitan Development Authority, WBSEB Ltd./CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Project Land (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the buildings as be required to be carried out by them, independently or in common with the other Allottee as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any noncompliance, non-performance, default or negligence on the part of the Allottee.

y) shall pay all the municipal taxes, rates, land tax (Khazna), levies, surcharge, deposits including security deposits, assessments, electricity charges, charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession of their respective units in terms hereof), together with interest

thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date/Deemed Date of Possession. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date/Deemed Date of Possession, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof.

- (aa) All penalty, surcharge, interest, costs, charges, and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (bb) The Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances.
- (cc) The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (dd) The Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- (ee) The Allottee shall not misuse or permit to be misused the water supply to the Apartment.

(ff) The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement.

(gg) The Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter.

(hh) The Allottee shall not install or keep or run any generator in the Apartment and the garage, if any.

(ii) The Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee.

•Lifts :- The Building/Wing/Tower shall consist of two main lifts for the exclusive use of the residents and their guests and/or visitors.

Dated this day of _____, 2026

BETWEEN

LAND OWNERS

AND

ROUNAK CONSTRUCTION

... PROMOTER

AND

Mr.....

... ALLOTTEE/Intending

Purchaser

AGREEMENT FOR SALE