

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of, 202..... (Two Thousand and Twenty) in this Christian Era .

B E T W E E N

DIVYA INFRAREALITY PRIVATE LIMITED, (PAN - AADCD9988L), (CIN No. - U51909WB2009PTC131742), a Company incorporated under the Companies Act, 1956, having its registered office at the premises No. - 5A, Woodburn Park (Bibhabati Bose Sarani), Room No. - 401, Fourth Floor, Police Station - Bhawanipur, Post Office - Lala Lajpat Rai Sarani , Kolkata - 700020, represented by its Director **MR. SANTOSH KUMAR PRASAD**, (PAN : AJEPP4960B), (Aadhaar No. - 4222 7379 0854), (Mobile No. 9830385144), son of Late Jagdish Prasad, by religion - Hindu , by occupation - Business , Nationality - Indian, residing at 33A, Canal Circular Road, Kankurgachi, Post Office - Kankurgachi, Police Station - Manicktala , Kolkata - 700054, hereinafter collectively called and referred to as the "**OWNER/VENDOR/DEVELOPER**", (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators , legal representatives and/or assigns) of the **ONE PART** ;

AND

[If the Allottee is a COMPANY],

_____ (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____, (PAN_____), represented by its authorized signatory, _____, (Aadhaar no._____) duly authorized vide _____ board resolution dated _____, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a PARTNERSHIP]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at_____,

(PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an INDIVIDUAL]

Mr. / Ms. _____, (Aadhaar no. _____), son / daughter/wife of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Owner/Developer and 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: -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act No. XVI of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;

- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

WHEREAS:

- A. The Owners is the absolute owners of land measuring **17 (Seventeen) Cottah 7 (Seven) Chittack 41 (Forty-One) Sq. Ft.** more or less, together with newly constructed multistoried building comprised and standing thereon, known as "**AAA CROWN**", which is lying and situated at and being **Municipal Premises No. 82A, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013**, within Ward No. - 53 of the Kolkata Municipal Corporation, West Bengal, India , Assessee No. - 11-053-14-0038-0, which is more particularly described in **Schedule A** below. The Owner herein have purchased the said property vide 2 (Two) separate Deeds of Conveyance, i.e.
 - (1) Deed of Conveyance dated 5th July, 2022, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages from 720317 to 720348, being **Deed No. 190410750** for the year **2022**, and;
 - (2) Deed of Conveyance dated 5th September, 2023, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. – 1904 - 2023, Pages from – 672146 to 672188, being **Deed No. 190412801** for the year **2023**.
- B. The Development will be in two Blocks/phases and both the block/ phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A.
- C. The Allottee further agrees to allow and hereby gives his consent to the said Owner/Developer for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Owner/Developer may also create few more facilities in the future development which will also be shared by Allottees of both phases/ block entire project.

- D. The Allottees of Units in any phase/block will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through both the phases/block and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in both the phases/block as defined herein / to be defined and identified in the plan annexed hereto and marked Annex-A.
- E. The said phase/project land is earmarked for the purpose of building a Multi-storied Residential / Commercial building Project comprising multiple nos. (G+12) and (G+4) at present.
- F. The Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Project Property and the Owner's right and entitlement to develop the Project Property on which inter-alia the Said Project is to be constructed, have been completed.
- G. All The Facilities and Amenities will be mutually shared by all the phases of the entire Housing Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Owner/Developer is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Owner/Developer will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time.
- A. The Allottee agrees that in case of any exigency, statutory or otherwise, the Owner/Developer may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection.

B. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "AAA CROWN" with the object of using purely for residential purposes.

C. That the Commencement Certificate is dated _____.

D. The Owner/Developer has registered the Said Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ No. _____.

E. The Owner/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Flat, plot or building plan by the Kolkata Municipal Corporation vide Sanction Building Plan No. _____ dated _____. The Owner/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. The Owner/Developer has obtained / will obtain the layout plan, sanctioned plan, services, specifications and approvals for the Project and also for the Apartment, Offices, shops, plot or other type of buildings, as the case may be from Sanctioning Authority.

F. The Owner/Developer has also made out proposed lay-out plan showing proposed development as disclosed by the Owner/Developer in his registration before RERA Authority and further disclosed on the web-site as mandated by the Owner/Developer.

G. The Owner/Developer may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Owner/Developer will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Owner/Developer's utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. The Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.

H. The Owner/Developer has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Owner/Developer and Allottee accepts the

professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.

- I. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Owner/Developer and/or on visiting the model of Apartment/building and based on the title assurance by the Owner/Developer and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Developer / RERA website, the Allottee, after *prima facie* satisfying himself /herself/ itself/ themselves about the rights of the Owner/Developer and after inspection of the Plan, designs and specifications prepared by the Owner/Developer's Architects and sanctioned by the Competent Authorities in respect of the Project/Block and all other permissions necessary for construction and development of the building/project had applied for an Apartment and had booked a Apartment/Unit in the Said Project and has been allotted Unit No., on the Floor, having carpet area of Sq. Ft, more or less, with attached balcony measuring square feet, more or less, comprising of _____ Bedrooms, 1 (One) Living room cum Dining room cum Lobby, 1 (One) Kitchen, _____ bath cum privy with balcony being more particularly described in **Schedule B**, hereunder written and hereinafter called and referred to as the "**New Accommodation**" after construction of the new multi-storied Building and together with pro rata share in the common areas of the said Project as member of the Association (Share in Common Areas), the said common areas of the Project being described in **Schedule C** below.
- J. The authenticated copies of Certificate of Title issued by the Advocate of the Owner/Developer, have been/will be uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
- K. 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 and with the further understanding that the Owner/Developer may charge different rates from different allottees for Apartment, , for different locations, specifications and at different times at the sole discretion of the owner/developer.;

- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- M. The Owner/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Project, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities.
- N. The Owner/Developer shall, inter-alia for and in course of the development of the Flat, be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof available on the said Property, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities, and construct additional built-up area by way of additional Flats and/or additional floors on the Said Owner/Developer, without however changing the floor in which the Purchaser / Purchasers' said Flat is located.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Said Flat, being collectively described in **Schedule B**.
- Q. The Owner/Developer has proposed the Purchaser/s to purchase the said Flat being No.-, on the Floor, Side, mentioned in **Schedule B** herein at the Total Consideration amount of **Rs...../- (Rupees only)** along with One Car Parking at the consideration amount of **Rs...../- (Rupees..... only)** which the Purchaser/s have agreed to purchase the said Flat from the Owner/Developer hereby confirm the same. The Purchaser/s has also agreed to pay the total consideration along with 5% GST extra which will be paid on actual measurement and on the terms and conditions recorded herein.

- R. That the Owner/Developer has handed over all Xerox Copies of document relating to the Title of the property to the Purchaser/s.
- S. Electric Meter shall be installed in the common Electric Meter box of the said premises and the Purchaser/s shall bear the expenses for depositing money to the CESC to bring CESC Electric Meter in the name of the said Purchaser/s.
- T. That the Purchaser/s shall complete the search as to the Title of the property within 15 days from the date of Execution of this Agreement.
- U. The Purchaser/s shall not be entitled to let, mortgage, create charge or assign the said Flat, pending the transfer of the said Flat, to him without the consent of the Vendor in writing etc.
- V. That the Owner/Developer at the time of registration of Deed of Conveyance shall deliver peaceful vacant Khas possession of the said **Schedule "B"** property together with the undivided proportionate share of land and all other easement and appurtenances thereto morefully and particularly detailed below in the **Schedule "C"** to the Purchaser/s.

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. DEFINITIONS :

- a) **Premises** : shall mean the land comprises in situate and lying at and being Premises No. **82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India , **Assessee No. - 11-053-14-0038-0**, morefully and particularly described in the **Schedule "A"** hereunder written.
- b) **Building** : shall mean the proposed multi storied building to be constructed at the said premises on the said land in accordance with sanctioned plan.
- c) **Specification** : shall mean the specification mentioned in **Schedule "E"** hereunder written.

- d) **Common Areas and installations** : shall mean and include the entrance, passages, constructions, and installations comprised in the said Building as mentioned in the **Schedule “C”** hereunder written and expressed or intended by the Owner for common use and enjoyment of the Co-Owner and such other open or covered spaces which the Owner may use or permitted to be used for other purposes and the Owner shall have absolute right to seal with the same to which the Purchaser/s hereby consents.
- e) **Common expenses** : shall mean and include all expenses to be incurred by the Co-owners for maintenance, management and upkeep of the said Owner and in services in common to the Co-Owners and/or expenses for the common purposes including those contained in the **Schedule “D”** hereunder written.
- f) **Common purposes** : shall mean and include the purpose of managing and maintaining the Building and particular the common areas and installations rendering of the services in common to the co-owners, collection and disbursement of the common expenses and dealing with matters of common interest of the co-owners and relating to their mutual right and obligation for the most beneficial use and enjoyment of their respective Flat exclusively and the common area and installations in common.
- g) **Covered and Open Spaces** : All open spaces in the premises and also the covered spaces including watchman space, electricity meter room may be shifted in the suitable place within the Building by the Owner wherein no objection and/or obstruction be made by the Purchaser/s.
- h) **Plan** : shall mean the plan drawings and specifications of the premises and the Building plan.
- i) **Proportionate or proportionately**: shall according to its context mean the proportion in which the Carpet area of the said Flat be to the Carpet area of all the Flats in the said Building provided that where it refers to the share of the Purchaser/s in the rates and/or taxes amongst the common expenses such share shall be determined on the basis of such rates and/or taxes being levied on the whole premises .

- j) **Flats:** shall mean all the flats and/or other space built and constructed by the Owner and/or the constructed area capable of being exclusively held or occupied by Co-Owners in the said building.
- k) **The Said Flat:** shall mean the flat in the building mentioned and described in **Schedule “B”** hereunder mentioned.
- l) **Society :** shall mean the person or company or partnership Firm to whom the Owner shall appoint or nominate for the common purposes having such rules, regulations and restriction as be deemed lawful, proper and necessary be Owner and the Owner shall have right to look after the maintenance of the new Building for one year from the date of hand over the possession of the flat to the Purchaser/s but not inconsistent with the provisions and conventions herein contained.
- m) **Architect :** shall mean any person or persons or firm or firms appointed or nominated by the Owner as architect of the Building.
- n) **Structural Engineer :** shall mean the Engineer appointed or to be appointed from time to time by Owner/ Developer for the preparation of the structural design and drawings of the buildings .
- a) **Block / Phase:** shall mean a building consisting of several Flats, Units and other spaces intended for independent or exclusive use.
- a) **Built up Area:** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area then entire wall will be part of Built up area of the Unit.
- b) **Carpet Area/ Chargeable Area :** shall mean the net usable floor area of the Unit including POP & Plaster and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the

said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit.

- a) **Super Built up Area/ Chargeable Area for Maintenance** : will be the built up Area and including the right in common parts and common portions like entrance lobby and upper floor lobbies, staircases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, electrical shaft, munty rooms, electrical rooms, CCTV, and overhead tank, STP, underground tank, pump, security, common roof, and architectural features if any provided etc. as agreed between the Owner and Purchaser/s in this Agreement of Sale for which proportionate cost has been collected from the Purchaser/s.
- b) **Purchaser/s:** shall mean in the event of the Purchaser/s being severally himself/herself/themselves and his/her/their, executors, administrators, legal representatives and assigns.
- c) **Force Majeure:** shall mean and include
 - i. non-availability of steel, cement or any other Building materials, or
 - ii. any notice, order, injunction of court, rules or notification of the government of any other public authority, water, sewerage and drainage connection or electricity or cable connection or any other permission or sanction by the government or Kolkata Municipal Corporation, or
 - iii. due to any other circumstances beyond the control of the Owner, or
 - iv. any act of God, or
 - v. any other reasonable cause.

2. **TERMS :**

- a) Subject to the terms and conditions as detailed in this Agreement, the Owner/Vendor/Developer agrees to sell to the Purchaser/s who hereby agrees to purchase the said Flat described in **Schedule B** below.

b) The Total Price (Consideration Amount) of **Rs...../- (Rupees** only) payable for the Said Flat along with Consideration amount of **Rs...../- (Rupees** only) for Car Parking on the ground floor, also alongwith 5 % GST payable on the total consideration amount by the Purchaser/s, which are more fully and particularly mentioned in **Schedule F** below.

Flat No.	Rs...../-
Floor GST @ 5%	(Rupees only) Rs...../-
Total Price Including GST	Rs...../-

Covered/Open parking space One Car Parking being no. =	Rs...../- (Rupees only)
Floor - GROUND GST @ 5%	Rs...../-
Total Price including GST (in rupees)	Rs...../-

Explanation :

- (i) The Total Price includes the booking amount paid by the Purchaser/s to the Owner towards the Said Flat and Appurtenances.
- (ii) The Total Price includes Taxes for the said Flat based on the carpet area, paid by the Owner, up to the date of handing over the possession of the Said Flat in terms of this Agreement.
- (iii) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/s to the Owner shall be increased/reduced based on such change/modification.

- (iv) The Owner shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in the **Schedule F** below and the Purchaser/s shall make payment within 30 (thirty) days of such written intimation. In addition, the Owner shall provide to the Purchaser/s 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.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration n, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.
- c) TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Purchaser/s on the consideration payable to the Owner and the same shall be deposited by the Purchaser/s to the concerned authority within the time period stipulated under law and the Purchaser/s shall provide proper evidence thereof to the Owner within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Purchaser/s to the concerned authority or proper evidence thereof is not provided to the Owner, then the same shall be treated as default on the part of the Purchaser/s under this Agreement and the amount thereof shall be treated as outstanding.
- d) The Allottee/Purchaser/s shall make the payment as per the payment plan set out in **Schedule F** ("Mode of Payment Schedule").
- e) It is agreed that the Owner shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Owner at its sole discretion) and

the nature of fixtures, fittings and amenities described herein at **Schedule E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Flat, without the previous written consent of the Allottee/Purchaser/s as per the provisions of the Act. Provided that the Owner may make such minor additions or alterations as may be required by the Allottee/Purchaser/s, or such minor additions or alterations as per the provisions of the Act. The Owner shall take prior approval of the Allottee/Purchaser/s for extra charges, if any, as may be applicable for such addition alterations.

3. The Owner shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/s after the construction of the Said Owner is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner. If there is reduction in the carpet area within the defined limit then the Owner shall refund the excess money paid by the Allottee/Purchaser/s within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser/s. If there is any increase in the carpet area allotted to the Allottee/Purchaser/s, the Owner shall demand that from the Allottee/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
4. Subject to the terms contained in this Agreement, the Owner agrees and acknowledges that the Allottee/Purchaser/s shall have the following rights to the Said Flat and Appurtenances:
 - (i) The Allottee/Purchaser/s shall have exclusive ownership of the Said Flat.
 - (ii) The Allottee/Purchaser/s shall also have undivided proportionate share in the Common Areas of the Said Project and the common areas and amenities of the Larger Project (described in **Schedule C** below) as a member of the Association, since the Common Areas and Installations of the Larger Property/Larger Project shall be transferred in favour of the Association of Allottee/Purchaser/s as mandated by law. Since the share/interest of the Allottee/Purchaser/s in the Common Areas of the said Owner is undivided and cannot be divided or separated, the Allottee/Purchaser/s shall use the Common Areas of the said Project

along with other occupants of the Said Project, etc., without causing any inconvenience or hindrance to them. It is clarified that the Owner shall transfer and hand over the Common Areas of the Said Project and the Common Areas of the said building included Amenities (described in **Schedule C** below) to the association of Allottee/Purchaser/s after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the price of the said Flat includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the said Flat and the Project but excludes Taxes and maintenance charges.
- (iv) The Allottee/Purchaser/s has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the said Flat which includes token amount/any advances paid at the time of application, the receipt of which the Owner hereby acknowledges and the Allottee/Purchaser/s hereby agrees to pay the remaining price of the said Flat as prescribed in the Mode of Payment [specified in **Schedule F**] as may be demanded by the Owner within the time and in the manner specified therein Provided that if the Allottee/Purchaser/s delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

5. **MODE OF PAYMENTS:**

- a) Subject to the terms of this Agreement and the Owner abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee/Purchaser/s shall make all payments, on written demand by the Owner, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Owner payable at Kolkata.
- b) In the event of the Allottee/Purchaser/s obtaining any financial assistance and/or housing loan from any bank/ financial institution, in no event the Owner shall assume any liability and/or responsibility for any loan and/or financial

assistance which may be obtained by the Allottee/Purchaser/s from such bank/financial institution.

- c) The timely payment of all the amounts payable by the Allottee/Purchaser/s under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Owner to the Allottee/Purchaser/s that a particular milestone of construction has been achieved shall be sufficient proof thereof.
- d) In the event of delay and/or default on the part of the Allottee/Purchaser/s in making payment of any GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Owner under this Agreement or under applicable law, the Owner shall be entitled to adjust against any subsequent amounts received from the Allottee/Purchaser/s, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

7. TIME IS ESSENCE:

The Owner shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7(a). Similarly, the Allottee shall pay all accounts payable as per Mode of Payment (**Schedule - F**) as and when due & demanded by the Owner.

8. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

The Allottee/Purchaser/s has seen the proposed layout plan, specifications, amenities and facilities of the Said Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been

approved by the competent authority, as represented by the Owner. The Owner shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. Subject to the terms in this Agreement, the Owner 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 Authority and shall not have an option to make any variation/alteration/modification in such plans of the Said Project, other than in the manner provided under the Act, and breach of this term by the Owner shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule E** of this Agreement.

9. POSSESSION OF FLAT :

- a) **Schedule for possession of the Said Flat** - The Owner agrees and understands that timely delivery of possession of the Said Flat to the Allottee and the Common Areas of the Said Project to the Association of allottees (upon its formation and registration) is the essence of the Agreement. The Owner assures to hand over possession of the Said Unit along with ready and complete Common Areas of the said building with all specifications in place on ____/____/20____ with a grace period of six months (Completion date). Similarly, the Owner/Developer shall execute the Conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise, within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout and such the Common areas will be handed over progressively on completion of each phase / block unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake; or any other calamity caused by nature affecting the regular development of the Said building; or any further delay(s) beyond the control of the Owner due to epidemic, quarantine restriction, state or nationwide lockdown, including any future disruptions due to the coronavirus disease ("FORCE MAJEURE"). The

Common Areas of the entire Project shall be completed on the completion of the entire Project and not with completion of the respective phases. If, however, the completion of the Said building is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner 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. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Developer shall be entitled to the extension of time for delivery of possession of the said Unit, and the same shall not include the period of extension given by the Authority for registration.

The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Developer shall refund to the Allottee the entire amount received by the Owner/Developer from the allotment within 60 days from that date.

The Owner shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner and that the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- a) **Procedure for taking possession** - The Owner, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Flat, to the Allottee/Purchaser/s in terms of this Agreement to be taken within ___ months from the date of issue of Certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Owner agrees and undertakes to

indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner.

Provided that , in the absence of local law in the case of a building or a wing of a building in a layout , the Owner/Developer shall (subject to his right to dispose of the remaining apartments, if any, execute the Conveyance Deed of the structure of the Unit in favor of the Allottee shall be carried out by the Owner/Developer within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be).

The Allottee/Purchaser/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/association of Allottee/Purchaser/s, as the case may be from the date of the issuance of the completion certificate for the Project. The Owner shall hand over the photocopy of completion certificate of the Project to the Allottee/Purchaser/s at the time of conveyance of the same.

However, upon the Owner/Developer giving a written notice, the Owner/Developer shall give and the Allottee shall take possession of the Apartment, within 15 (fifteen) days of the written notice. The Owner/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Owner/Developer/association of Allottees, as the case may be.

- b) **Failure of Allottee/Purchaser/s to take Possession of Apartment-** Upon receiving a written intimation from the Owner as mentioned in Clause a above, the Allottee/Purchaser/s shall take possession of the Said Flat from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the Said Flat to the Allottee/Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause a above, such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges as applicable in terms of the rules framed on payment of maintenance charges for the Said building.

c) **Possession by the Allottee/Purchaser/s-** After obtaining the completion certificate and handing over physical possession of the Flats comprised in the Said Project to the Allottee/Purchaser/s, it shall be the responsibility of the Owner to hand over the necessary documents and plans, including Common Areas of the Said Project (as specified in **Schedule C** below), to the association of Allottee/Purchaser/s, upon its formation and registration;

Provided that, in the absence of any local law, the Owner shall handover the necessary documents and plans, including Common Areas of the Said to the association of Allottee/Purchaser/s within thirty days after formation and registration of the association of Allottee/Purchaser/s.

d) **Cancellation by Purchaser/s-** The Allottee/Purchaser/s shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner, the Owner herein is entitled to forfeit 5% of booking amount paid for the allotment. The balance amount of money paid by the Allottee after deducting the tax which was already been paid to the government by the Owner shall be returned by the Owner to the Allottee within 45 days of such cancellation without any interest. The Allottees/Purchaser/s shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Owner. Upon the termination of this Agreement, the Allottees/Purchaser/s shall have no claim of any nature whatsoever on the Owner and/or the said Flat and the Owner shall be entitled to deal with and/or dispose off the Said Flat in the manner it deems fit and proper.

10. REPRESENTATIONS AND WARRANTIES OF THE OWNER:

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

- i. The Owner has absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Said Project.

- ii. The Owner/Vendor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project.
- iii. There are no encumbrances upon the Project Property or the Said Project save and except as expressly disclosed in the Form-A Declaration uploaded in the Website of the Authority.
- iv. There are no litigations pending before any Court of Law or Authority with respect to the Project Property or the Said Project, save and except, as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, the Project Property and the Said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Owner has been and shall, at all times, remains to be in compliance with all applicable laws in relation to the Said Project, the Plot of Land, the Said Flat, the Said Building and Common Areas of the Said Project till the date of handing over of the said Flat to the association of Allottees;
- vi. The Owner 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 confirms that the Owner is not restricted in any manner whatsoever from selling the Said Flat to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Owner shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottee and the Common Areas of the Said Project to the association of Allottees, upon the same being formed and registered;
- ix. The Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Said Project (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Owner in respect of the Project Property and/or the Said Project.
- xi. The Rooftop area/Terrace area will be accessible for all the Co-owners of the Residential Flats, on their preferences, only after the handover of physical possession to the Allottee/Purchaser/s herein.

11. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the **Force Majeure** clause, the Owner shall be considered under a condition of Default, in the following events :
 - i. Owner fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 5 (a). For the purpose of this Clause 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which is complete in all respects.
 - ii. Discontinuance of the Owner's business as an Owner on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- b) In case of Default by Owner under the conditions listed above, Allottee is entitled to the following :
 - i. Stop making further payments to Owner as demanded by the Owner. If the Allottee stops making payments the Owner shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - ii. The Allottee shall have the option of terminating the Agreement in which case the Owner shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Flat.

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

the possession of the Said Flat, which shall be paid by the Owner to the Allottee within forty-five days of it becoming due.

- c) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - i. In case the Allottee fails to make payment to the Owner as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Owner on the unpaid amount at the rate prescribed in the Rules;
 - ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Owner in this regard, the Owner, may cancel the allotment of the Said Flat in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting 5% of booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Owner and/or the Said Flat and the Owner shall be entitled to deal with and/or dispose off the Said Flat in the manner it deems fit and proper. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Owner.

12. CONVEYANCE OF THE SAID FLAT :

The Owner, on receipt of Total Price of the said Flat (provided in **Schedule B**) from the Allottee, shall execute a conveyance deed drafted by the Owner's legal advisors and convey the title of the Said Flat and Appurtenances within _____ months from the date of issuance of the Completion Certificate to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or Registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner 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) and further the Allottee shall be bound by its obligations as morefully mentioned in this Agreement.

In this regard it is clarified that in addition to the Total Price, the Allottee shall make payment of legal fees of Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs./- (Rupees Thousand only). Stamp duty/registration fees shall be paid at actuals and in terms of the E-Assessment Slip obtained from the Government of West Bengal, Directorate of Registration & Stamp Revenue Department and fixed miscellaneous expenses for each registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Owner, who shall do all accounting with the Legal Advisors.

13. MAINTENANCE OF THE SAID BUILDING (Excluding GST/ Service Tax) :

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ 2.50/- for flat measuring of Sq. Ft. Super Built-up area of the said Flat, from the date of possession after hand over the project by the Owner/Vendor to the Owners Association/Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the Purchaser/s on the determination of agreement, if so by any reason whatsoever.
- ii) The actual amount of security deposit & all other charges by the CESC authority is payable by the Purchaser/s for his/her/their personal electric meter for their flat(s)/car-parking space(s).

The Owner 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 allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee to the Owner from the date of obtaining completion certificate till handover of maintenance of the Said Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to

the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in **Schedule D** below.

14. The Owner shall have the right to receive in advance, the Maintenance Charges of the said Flat for One Year at the time of handover the Possession of the flat to the respective flat owners and also have right to look after the maintenance charges of the Owner.

15. DEFECT LIABILITY:

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

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Said Project, garages/covered/open parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Flat 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.

17. USAGE:

Use of Service Areas:

The service area, if any, as located within the '**AAA CROWN**', shall be earmarked for purposes such as services including but not limited to, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, Fire-fighting equipments, 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 for the specific purpose and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

18. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PROJECT:

- a) The Allottee shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Flat, 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 said Flat and keep the Said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- b) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building 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 Said Flat or place any heavy material in the common passages or staircase of the Said Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Flat.
- c) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost. This Agreement shall be registered with the appropriate registering authority under the Registration Act, 1980 and the stamp-duty, registration charges and other expenses including lawyer's fee shall be paid and borne by the Purchaser/s.

20. ADDITIONAL CONSTRUCTIONS:

The Owner undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

21. OWNER/ DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner/ Developer executes this Agreement he shall not mortgage or create a charge on such Unit allotted to the Purchaser, 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/Purchaser who has taken or agreed to take such [Apartment/Building].

22. WEST BENGAL APARTMENT OWNERSHIP ACT:

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

23. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner does not create a binding obligation on the part of the Owner 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, appear for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Owner. If the Allottee fails to execute and deliver to the Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner, then the Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. 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, as the case may be.

25. RIGHT TO AMEND:

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

26. WAIVER NOT A LIMITATION TO ENFORCE:

- i. The Owner 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 Mode of Payment (**Schedule F**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner to exercise such discretion in the case of other Allottee.
- ii. 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.

27. SEVERABILITY:

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

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

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

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owner through its authorized signatory at the Owner's Office, or at some other place, which may be mutually agreed between the Owner and the Allottee, in after the Agreement is duly executed by the Allottee and the Owner or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed. Hence this Agreement shall be deemed to have been executed at Kolkata.

31. NOTICES:

That all Notices to be served on the Allottee and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner by Registered Post at their respective addresses as mentioned in this Agreement specified below:

- (i) Mr./Mrs. (Name of Purchaser/s)
Add.:
- (ii) DIVYA INFRAREALITY PRIVATE LIMITED, Represented by one of its Director
Mr. Santosh Kumar Prasad (Name of the Owner cum Developer)
Address: 5A, Woodburn Park (Bibhabati Bose Sarani), Room No.- 401,
Fourth Floor, Police Station – Bhawanipur, Post Office – Lala Lajpat
Rai Sarani, Kolkata – 700020.

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

32. JOINT ALLOTTEES:

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

33. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made thereunder.

34. GOVERNING LAW:

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

35. 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.

36. EXTRAS AND DEPOSIT :

In addition to the total consideration mentioned hereinabove, the Purchaser/s shall pay to the Owner:

- a) Expenses required of the new electric meter in the name of the Purchaser/s, so that every Purchaser/s will pay the sum of Rs. 7,500/- (Rupees Seven Thousand and Five Hundred only) and for CESC Cable installation the sum of Rs. 25,000/- (Rupees Twenty-Five Thousand only).
- b) A sum of Rs. 5,000/- (Rupees Five Thousand only) one-time charges for Camera Installation.
- c) A payment for Grill Fittings and A/C Pipeline Quotation shall be made by the said Purchaser/s as per the Designs settled by the Owner.
- d) Unless otherwise expressly mentioned herein the said amounts shall be paid and/or deposited as the case may be by the Purchaser/s before taking over possession or within seven days of the demand being made by the Owner, whichever be earlier.
- e) It is also expressly agreed or understood that the payment and/or deposit to be made by the Purchaser/s shall not carry any interest and shall be utilized only for the purpose for which the same are made.

37. MANAGEMENT AND MAINTENACE AND COMMON ENJOYMENT:

As from the date of possession the Purchaser/s accepts :

- a) To co-operate with the Owner in the management and maintenance of the Building and other acts relating to the common purpose and/or formation of the society by the Owner/Vendor efforts of the co-owners of the flats;
- b) To observe and perform the rules, regulations and restrictions from time to time in force for the use and management of the Owner and in particular the common areas and installations;
- c) Not to deposit permit to be deposited or thrown any rubbish or refuse or waste in the staircase, lobby, landings, installations, roof, open spaces or in any other common area of the areas of the Building.
- d) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cable and other fixtures and fittings serving the Building.
- e) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the said Flat or the common areas of the Owner.
- f) To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said Flat of the Materials and utilities.
- g) To pay and bear the common expenses and other outgoings in respect of the premises mentioned in the **Schedule “D”** hereunder proportionately and the said Flat wholly.
- h) To pay municipal and all other rates, taxes, levies and impositions multi-storied building tax, water tax, in respect of the premises proportionately and the said Flat wholly and will be liable to pay one year taxes before taking over the possession of the flat.

38. DOCUMENTS RELATING TO TRANSFER:

The form, contents, covenants, exceptions and restrictions of the document of transfer (including the deed of conveyance and/or Transfer) shall be such as be drawn and finalized by the Owner's Lawyer for the building.

39. All stamp duty, registration fee and miscellaneous expenses payable on this agreement and the Deed of Conveyance and/or Transfer and other documents, if any, to be executed in pursuance hereof shall be born and paid by the Purchaser/s or his nominee or nominees.

40. This Agreement shall not be construed as a grant, demise or assignment in law of the said Flat or of the said land and Owner or any part thereof.

SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT one piece and parcel of land measuring more or less measuring **17 (Seventeen) Cottah 7 (Seven) Chittack** 41 (Forty One) Sq. Ft. more or less, together with newly constructed multistoried building comprised and standing thereon, known as "**AAA CROWN**", which is lying and situated at and being **Municipal Premises No. 82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India , **Assessee No. - 11-053-14-0038-0**, together with all easement right, title, interest, possession, profits, whatsoever and hand over the Khas peaceful full vacant possession as is where is basis free from all encumbrances, charges, liens, attachment, acquisition, requisitions etc. including structure, fitting, fixture, electric installations, water tap, bath and privy easement rights and other amenities and egress and ingress of the said premises morefully which is butted and bounded in the manner as follows :

On The North : By Premises No. 84, Rafi Ahmed Kidwai Road ;

On The South : By Premises No. 83, Rafi Ahmed Kidwai Road;

On The East : By Blochman Street (Man Street);

On The West : By Rafi Ahmed Kidwai Road (Main Road)

SCHEDULE "B"

(DESCRIPTION OF THE UNIT AND CAR PARKING)

ALL THAT the Unit being no-, on the **Floor**, **Side**, having carpet area of square feet corresponding to Built-up area of ____ square feet comprising of 3/2 (Three/Two) Bedrooms, 1(one) Living room cum Dining room cum Lobby, 1(One) Kitchen and 2 (Two) bath cum privy of the Building Block No. ____ in the building, as per the Block plan marked and demarcated in the Floor Plan annexed hereto and pro rata share in the "common areas" (user right only since Common Area will be conveyed to

Association) working out to a Super Built Up area of ____ Sq.Ft of the Housing Complex named "**AAA CROWN**" under construction on the Schedule-A Land Together with the right to use ____ Garage/Covered Car Parking Space (Dependent/Independent) admeasuring ____ Sq.Ft / Mechanical Parking Space/ Open Car Parking Space(Dependent/Independent) located on the Ground Floor of or around the Building Block , within the limits of Kolkata Municipal Corporation being the portion of **Municipal Premises No. 82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India , **Assessee No. - 11-053-14-0038-0**, together with the undivided proportionate share of land and all other easement and appurtenances thereto which is butted and bounded as mentioned above.

SCHEDULE "C"

(COMMON AREA /COMMON PARTS & FACILITIES/ AMENITIES)

1. Electrical wiring and fitting and fixtures for lighting the staircase lobby and other common areas and operating the lifts and water pump with motor.
2. Drains and sewers from the Building connected to the corporation main sewers line.
3. Water supply will be available for 24 hours in the flat in according with availability water supply from the Kolkata Municipal Corporation.
4. Staircase, Lift and Landings having windows and glass panes.
5. Water pump with motor reservoir and pump and distribution pipe lines overhead water tank to different Flats and from reservoir to overhead water and also the pump room and other plumbing installations.
6. Electrical installations and main switch and meters.
7. Water and sewage, evacuation pipes of the flat to drains and sewers common to the Building.
8. Land underneath and Rooftop area / Terrace Area of the building. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls.
9. Lift, Lift Room of the said Building.
10. Main gate of the Building and the passage for entrance and exit of the ground floor and four sides open space of the Building.
11. Indoor gymnasium, Indoor games and Community Hall.
12. Any community or commercial/other facility which is not meant for common use.

13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

SCHEDULE "D"

COMMON AREA MAINTENANCE EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the pathways in good repair, clean and tidy and edged where necessary and clearing the pathways when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Housing Complex.
6. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
7. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment/Unit in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning and lighting as necessary of the areas forming parts of the Project.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Owner/ Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment/Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment/Unit, of any individual lessee of any Apartment/Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment/Unit.
18. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Owner/ Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.

21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply system and Electric Generating Set;
23. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
24. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assets in common areas used for common purpose.
25. Decorative Water Fountains
26. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens.
27. Establishment and all other expenses of the association its formation, office, establishments and miscellaneous expenses and also similar expenses of the Building or any agency looking after the common expenses until handed over the same to the Association of the all Unit Owners.
28. Any other expense for common Purpose.

SCHEDULE "E"
(SPECIFICATION)

1. Structure RCC frame structure.
2. Outer wall finish : Weather-coat Exterior Paint
3. Inner wall finish: Walls and ceilings Putty finish.
4. Doors : Flush Doors (indoors)
5. Door frame : Engineered Wood frame.
6. Windows : UPVC or, Aluminium sliding/fixed
7. Door (outdoor): UPVC or, Aluminium sliding.
8. Kitchen fittings : Stainless steel sink, provision of water filter point.
9. Provision for Chimney or Exhaust Point.
10. Toilets Sanitary wares: Jaquar/ Hindware/ Kohler or any other reputed brand as per availability.
11. Sanitary fittings: Jaquar/ Hindware/Kohler or any other reputed brand as per availability.
12. Provision for hot and cold line in shower/tap area only in the Toilet.
13. Electrical fittings Concealed with provision of modular switches.

14. ACs and Power Back-up. Provision for ACs in all bedrooms and living areas. Provision for generator power in flats/Units for partial emergency backup for flat/Unit (Light, Fan, RO, Refrigerator usage)

Note :

1. Extra cost shall have to be paid against any extra work by each flat Owners in respect of their respective Flat.
2. Building Exterior Elevation Design should not be changed by any of the Purchaser/s at any situation.

SCHEDULE - "F"
MODE OF PAYEMNT SCHEUDLE
(PART - I)

That the Purchaser/s will pay the total consideration amount of **Rs...../-**
(Rupees only) to the aforesaid Owner and/or Developing concern as follows:

Sl. No.	Payment Schedule	Amount
1.	On Application & On Allotment of said Flat	10% of Total Consideration + Applicable Tax
2.	On execution of this Agreement for Sale	10% of Total Consideration + Applicable Tax
3.	On Completion of Foundation	5% of Total Consideration + Applicable Tax
4.	5% payment at the time of each Floor Casting	25% of Total Consideration + Applicable Tax
5.	On Completion of Brick Wall	20% of Total Consideration + Applicable Tax
6.	On Completion of Tiles Work	15% of Total Consideration + Applicable Tax
7.	On Completion of Interior Fixtures & Fittings	10% of Total Consideration + Applicable Tax
8.	Balance amount is to paid at the time of Final registration of Deed of Conveyance on offer of Possession	5% of Total Consideration + Applicable Tax

(PART - II)

NOTE :

- a) ____% GST will be added to the Total Consideration amount and also 1% TDS will be deducted from the Total Consideration amount by the Purchaser/s.
- b) All payments under the above-mentioned Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable shall be charged. In case payments is not made for Two consecutive months from the demand date then the booking shall be cancelled at the sole discretion of "Owner" i.e. "DIVYA INFRAREALITY PVT LTD" who shall deduct 5% of booking amount on which 12% as Service Charges will be included and refund the balance payment without any interest thereon.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at..... (city/town name) in the presence of attesting witnesses , signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED BY,

The parties, at Kolkata in presence of –

WITNESSES :

1)

Signature of Director of
"Divya Infrareality Private Limited"
(Owner/Vendor cum Developer)

2)

(Signature of the Purchaser/s)

DATED THIS DAY OF, 202....

*****AGREEMENT FOR SALE*****

[Re. : Municipal Premises No. 82A, Rafi Ahmed
Kidwai Road, Police Station - Taltala, Kolkata -
700013]

BETWEEN

DIVYA INFRAREALITY PRIVATE LIMITED
... OWNER/ VENDOR

AND

**Mr. / Mrs.
...PURCHASER/S**