

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this_____ Day
of_____, 2024.

BY AND BETWEEN

(1) **SRI BIMAL CHANDRA MANDAL**, son of Santosh Kumar Mondal, **(Pan No. AGVPM2258B, Aadhar No.3824 9717 8857, Mob No. 9433792032)**, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at Bhatenda(East), Badamtala, P.O & P.S Rajarhat, Kolkata – 700 135, (2) **SRI PARITOSH GHOSH** son of Gostha Bihari Ghosh, **(Pan No. ADJPG8234E), Aadhar No. 2837 2556 2215, Mob No. 9874470595**, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at Bishnupur, P.O & P.S – Rajarhat, Dist – North 24 Pargans, Kolkata – 700 135, (3) **SRI SOUMITRA ROY** son of Hasyapada Roy, **(Pan No. APNPR7839E), Aadhar No.2035 2388 2962, Mob No. 9883948106**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Bagu, P.O - Bagu, P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, hereinafter collectively called and referred to as the “**VENDORS/ OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – interest and/or assigns), whereas the vendors herein are jointly represented by their authorized and nominated ‘**POWER OF ATTORNEY**’ namely **(1) MRS BAISHALI RAHA** wife of Sudipta Raha, **(Pan No. BFSPR3189B), Aadhar No. 5785 8268 6462**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BF-7, Jyangra Ghosh Para, Rajarhat Gopalpur(m), Jyangra, North 24 Parganas, P.S – Baguiati, West Bengal, Kolkata – 700 059, **(2) MR PARAJ BARMAN** son of Sri Pankaj Kumar Barman, **(Pan No. APRPB6501M), Aadhar No. 6662 4771 5830**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 39, Chinar Park, Rajarhat Road, New Town, P.O – Hatiara, P.S – Baguiati, Kolkata – 700 157, wherein all the above members are jointly referred to herein as the **FIRST PART**.

AND

SUN SHINE REALTORS (Pan No. AEJFS5747P), a Partnership firm having its office at “**DELO APARTMENT**” Kalibari Complex, Bhatenda, Rajarhat, P.O & P.S – Rajarhat, Kolkata – 700 135, represented by its Partners **(1) MRS BAISHALI RAHA** wife of Sudipta Raha, **(Pan No. BFSPR3189B), Aadhar No. 5785 8268 6462**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BF-7, Jyangra Ghosh Para, Rajarhat Gopalpur(m), Jyangra, North 24 Parganas, P.S – Baguiati, West Bengal, Kolkata – 700 059, **(2) MR PARAJ BARMAN** son of Sri Pankaj Kumar Barman, **(Pan No. APRPB6501M), Aadhar No. 6662 4771 5830**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 39, Chinar Park, Rajarhat Road, New Town, P.O – Hatiara, P.S – Baguiati, Kolkata – 700 157, hereinafter called and referred to as the **PROMOTER / DEVELOPER**, (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors – in - office, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

Mr/Mrs. _____, (Pan No. _____), (Aadhar No. _____), **Mob No.** _____, son/daughter of _____, by faith – _____, by Nationality – Indian, residing at _____, hereinafter jointly called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include The Allottee’ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

DEFINITIONS:

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

- (a) "Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "Regulations"** mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "Section"** means a section of the Act.

WHEREAS:

1. Ownership of Bimal Chandra Mondal : said Bimal Chandra Mandal the owner No.1 herein is the recorded owner of ALL THAT the piece and parcel of vacant "Bastu" land containing by admeasuring an area of **5Decimal more or less** equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in **R.S/L.R Dag No. 347, L.R Khatian No.471/1** lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No.50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24 Parganas (North), Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 27/01/2011 at the office of the A.D.S.R Bidhannagar (Salt Lake City), recorded in Book No. I, Volume No. 2, pages from 8479 to 8491 being No. 00937 for the year 2011 After purchasing the same recorded her name at B.L and L.R.O office under separate L.R Khatian No.471/1 and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

2. Ownership of Paritosh Ghosh : Said Paritosh Ghosh the owner No.2 herein is the recorded owner of ALL THAT the piece and parcel of vacant "Bastu" land containing by admeasuring an area of **3Decimal more or less** equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in **R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No.1811**, lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No.50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24 Parganas (North), Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 11/06/1999 at the office of the A.D.S.R Bidhannagar, (Salt Lake city) recorded in Book No.2 Volume No. 43 pages from 217 to 226, being No. 01718 for the year 1999. After purchasing the same recorded her name at B.L and L.R.O office under separate **L.R Khatian No.1811** and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

3. Ownership of Soumitra Roy : said Soumitra Roy the third party herein is the recorded owner of ALL THAT the piece and parcel of vacant "Bastu" land containing by admeasuring an area of **5Decimal more or less** equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in **R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No.2234** lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist –

24Parganas (North), Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 24/06/1999 at the office of the A.D.S.R Bidhannagar(Salt Lake City), recorded in Book No.I, Volume No. 49,pages from 133 to 140, being No. 1968 for the year 1999. After purchasing the same recorded her name at B.L and L.R.O office under separate **L.R Khatian No.2234** and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

4. **Development Agreement:** Thereafter, Bimal Chandra Mondal Owner No.1 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotorherein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735220 to 735255, being No. 152317338 for the year 2021.

5. **Power of Attorney :**said Bimal Chandra Mondal Owner No.1 executed a registered Development Power of Attorney in favour of (1)Smt Baishali Raha and (2) Sri Paraj Barmanthe Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736062 to 736084 being No. 1523-17362 for the year 2021.

6. **Development Agreement:** Thereafter, Paritosh Ghosh Owner No.2 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotorherein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735256 to 735291, being No. 1523-17339 for the year 2021.

7. **Power of Attorney :**said Paritosh Ghosh Owner No.2 executed a registered Development Power of Attorney in favour of (1)Smt Baishali Raha and (2) Sri Paraj Barmanthe Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736085 to 736107 being No. 1523-17363, for the year 2021.

8. **Development Agreement:** Thereafter, Soumitra Roy Owner No.3 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotor herein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735292 to 735327, being No. 152317340 for the year 2021.

9. Power of Attorney : said Soumitra Roy Owner No.3 executed a registered Development Power of Attorney in favour of (1) Smt Baishali Raha and (2) Sri Paraj Barman the Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736222 to 736244, being No. 1523-17366 for the year 2021.

10. Amalgamation : all three Owners No.1, 2 & 3, herein are appearing in the record of the Rajarhat Bishnupur 1no. Gram Panchayat, holding separate three plots of land respectively at Mouza – Bhatenda, Dist – 24 Parganas(N) Kolkata – 700 135 and amalgamated the aforesaid three plots of land in Mouza – Bhatenda, Dist – 24 Parganas(N) Kolkata – 700 135, in one single plot of land and the total area of the land measuring **8 (eight) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft more or less, which duly registered on 15/02/2022** at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2022, pages from 129467 to 129489 being No. 02981 for the year 2022.

11. Thus, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to be constructed.

12. The Promoter would construct, allocate and deliver, amongst other properties, the Units comprised in the Owners' Allocation to the Owners. The Promoter's Allocation would absolutely belong to the Promoter and the Promoter would be entitled to deal with and dispose of the same to such person and at such consideration and on such terms and conditions as be deemed fit and proper by the Promoter and for that to enter into agreement/s for sale and transfer in respect of the Promoter's Allocation (including the proportionate undivided share in the land attributable to the Units comprised in the Promoter's Allocation) and the Owners would execute such agreements from time to time.

13. The Owners would execute the Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said Land attributable to the Promoter's Allocation unto and in favour of the Promoter and/or its nominee or nominees and in consideration of the costs and expenses of the Owner's Allocation to be borne and paid by the Promoter, all amounts/consideration receivable against the sale and transfer of the Promoter's Allocation (which include, inter alia, the proportionate share in the land comprised in the said Land attributable to the Units comprised in the Promoter's Allocation) would be exclusively received by and to the account of the Promoter and the Owners would have no concern therewith;

14. The plans for construction of the New Building has been sanctioned by the Zila Parishad vide Building Plan approval Order No. 1636/RPS dated 25/10/2024 (herein referred to as the said Plan) and the developer has commenced the work of construction of new building and/or buildings at the said premises to comprise of various self-contained flat units, constructed spaces and car parking spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by owned by various intending purchasers on ownership basis.

15. The Promoter caused the said housing project to be registered in accordance with the provisions of 'Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. W BRERA/NPR/ --.

16. The said land is earmarked for the purpose of Housing Development of a Commercial/residential/any other purpose) project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as "SUN SHINE HEIGHTS" inter alia consisting of 1 Block, 16 flats, inter-alia comprising of Ground + 4 - storied residential buildings being constructed upon scheduled premises of Schedule - A.

17. The Allottee has applied for allotment of an apartment in the Project named "SUN SHINE REALTORS" situated in the premises of Schedule - A and have been allotted Apartment No. _____ having Carpet (including walls) area of _____ Sq ft, Balcony area of _____ Sq ft and Saleable area of _____ Sq ft, more or less, on the _____ Floor in Block- _____ of the newly constructed "BUILDING" with all common rights, facilities and utilities there on together with undivided proportionate share of land of the said premises.

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

21. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the newly constructed multi storied building to which this Agreement relates.

20. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement.

21. The Allottee has been made aware and have unconditionally agreed that Allottee of apartment shall also have complete and unhindered access to all Common Areas, as more fully described in Schedule - D hereunder written as also to all amenities and facilities of the building which are meant or allowed by the Promoters for use and enjoyment by such other co-owners and/or third parties, as the case may be.

22. 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.

23. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and The Allottee hereby agrees to purchase the said Apartment, in the manner mentioned below.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified.

1.2 The Total Price for the [Apartment/ Flat] for Block no.____, Type- __ **BHK**, Flat no.- _____, Floor - _____ based on the saleable area is Rs. _____/- (in words Rupees: _____ only) & the Parking Price (1 Cover) is Rs. _____/- (in words Rupees: _____ only) & EDC Charges is Rs. _____/- (in words Rupees: _____ only)

only) therefore **the Total Consideration amount is** Rs. _____/- (in words Rupees: _____ only) (excluding GST).

Rate per sq ft.	Rs._____-/-
Block/Tower No.	_____
Apartment No.	_____
Type	__BHK
Floor	_____
PLC charges	NA
Saleable Area	_____
Flat price /cost (in Rs)	Rs. _____/-

[And] [if/as applicable]

Garage/Covered Parking-_____	Rs. _____/-
Total price with parking (in Rs)	Rs. _____/-
EDC Charges (in Rs.)	Rs. _____/-

Explanation:

- (i) The Total Price of the Apartment/flat above includes the Application amount paid by the allottee to the Promoter towards the Designated Apartment which includes the EDC charges.
- (ii) The Total Price above exclude Taxes payable by the Allottee and also taxes /GST payable by purchaser/ Allottee as per Govt. rules (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate. Provided that in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/ reduced based on such change/ modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. Have been imposed or become effective.
- (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] Taxes The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates Total Price in Rupees Sum total of Consolidated Price, Taxes the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of parish, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D&E" ("facilities, amenities and specifications").

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/ registration.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modification plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "B" and Schedule "D" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings, or amenities and/or may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is complete and the completion and occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

1.8 The Allottee shall have the right to the Designated Apartment as mentioned below –

(i) The Allottee shall have exclusive ownership of the Designated Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with/without parking shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said 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 project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule "D" shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan (if taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest

thereon before transferring the Designated Apartment to the Allottee, the 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of **Rs._____** **(in words Rupees: _____Only)** being part payment towards the Total Price of the Designated Apartment until or at the time of Agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules or Developer/Promoter norm.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/C Payee cheque/demand draft/bankers' cheque or online payment (as applicable)] in favour of "**SUN SHINE REALTORS**" payable at Kolkata.

2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottees under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under 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 Allottees from such bank/ financial institution.

2.4 The timely payment (as per SCHEDULE- C) of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated herein including by e-mail or any other media shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, 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 only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter 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 Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as case may be.

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

The Allottee has seen the proposed layout plan and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided that with respect to the development on the future phase lands, nothing herein contain shall derogate or prejudice or affect the promoter's right and entitlements with regard to the matters connected to plan and additions alteration thereof.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Designated Apartment- The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee along with ready and complete the common areas of the Project are the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas, if any within October, 2027 with a grace period up to six (6) months stipulated date of completion barred from Act of God, unless there is delay or failure due to war, flood, pandemic, epidemic, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated 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. The promoter 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 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 Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price with EDC Charges, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over

the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the completion certificate and occupancy certificate and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project (except for occurrence in the Force Majeure), Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit 10% of the Total Price. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act of God 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment -

- (i) In accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1;
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month

of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owners and Promoter hereby respectively represents and warrants to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;

(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 Designated Apartment and appertaining share in said Land or in the Project;

(iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;

(vi) The 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/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 Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;

(x) The Schedule 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 Schedule Property;

(xi) The Promoter 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 proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and

facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

(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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the 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 provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;

(ii) 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive two demands made by the 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 Promoter 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 two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid by him at the time of execution of this agreement and the interest liabilities

and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of handover of desired unit to the Allottee: Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of handover of desired unit. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Co-Owner/Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association of Allottee upon handover date of the Complex. The cost of such maintenance start from the date of received OC/CC of the building or The Allottee taking over physical possession, (as mentioned in 7.1 above) whichever is earlier, is payable by The Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the salable area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Co-Owner/Developer and/or the association of Allottee.

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 by the Allottee within a period of 2 (two) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, However, Parties agree and confirm that the decision of the Developer's architect/structural consultant shall be final in deciding whether there is any actual structural defect in the Apartment/Building or defective material being used or regarding workmanship, quality or provision of service and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/covered 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 Designated 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.

14. USAGE: Use of Service Areas:

The service areas if any located within AV Courtyard shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set, underground water tanks, Pump room, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to clause 13 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 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 building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 Designated Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

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

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

The Parties are entering into this Agreement for the allotment of a Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

19. 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.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The 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 [Schedule 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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 Allottees.

24.2 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the 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.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified in Page- 2 of this agreement. It shall be the duty of the Allottee and the 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, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION: All or any dispute arising out of 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 discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act. 1996.

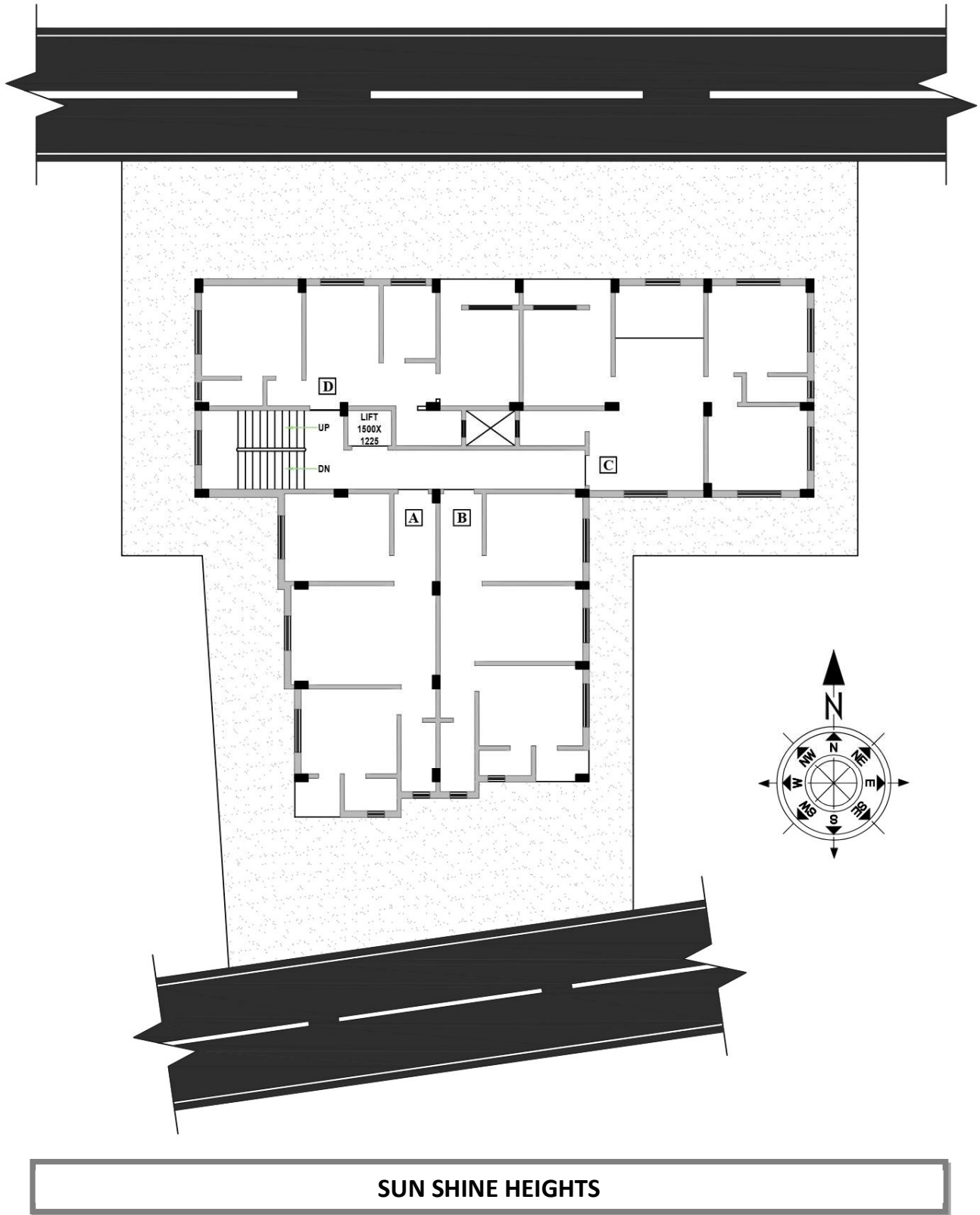
34. Transfer: The Allottee prior to execution of the deed of sale, if intends to nominate his/her/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges to the Promoter @ 2% (two percent) of the Total transfer Price or Purchase Price of the unit, whichever is higher.

THE SCHEDULE- A- ABOVE REFERRED TO(SAID LAND)

ALL THAT the piece and parcel of land containing by admeasuring an area of **8 (eight) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft more or less** be the same little more or less, comprised in R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234 lying and situate at Mouza- Bhatenda, Re, Sa No. 50, Touzi No. 2998, J.L.No. 28, P.S- Rajarhat, under Rajarhat Bishnupur 1no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135. This is butted and bounded by:

ON THE NORTH	:	Panchyat Road
ON THE SOUTH	:	Panchyat Road
ON THE EAST	:	Vacant Land & House
ON THE WEST	;	Vacant land

ALL that Total Carpet (including walls) area of _____ Sq ft, Balcony area of _____ Sq ft and Saleable area of _____ Sq ft (more or less) Being **Block No.____, Flat No._____** on the _____**Floor** of the building which was lying and situated under Mouza – Bhatenda, J.L. no. 28, R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234, P.S. Rajarhat, within the limits of Bishnupur 1 no. Gram Panchayat, with all common rights, facilities and utilities there on together with undivided proportionate share of land of the said premises, **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the said Land together with common rights in the common areas and facilities of the said building/building complex/said Land.

SCHEDULE - B - FLOOR PLAN

FLAT No.- _____ FLOOR - _____

<u>SCHEDULE- C -ABOVE REFERRED</u>		
<u>PAYMENT SCHEDULE</u>		
SL. No.	Payment Stage	Percentage
1	On Booking	50,000/-
2	On Agreement (within 30 Days)	20% (Basic Price + Extra Charges + Car Parking + Legal Charges) Less Booking Amount
3	On Foundation	10% (Basic Price + Extra Charges + Car Parking)
4	On Ground Floor Roof Casting	10% (Basic Price + Extra Charges + Car Parking)
5	On 1st Floor Roof Casting	10% (Basic Price + Extra Charges + Car Parking)
6	On 2nd Floor Roof Casting	10% (Basic Price + Extra Charges + Car Parking)
7	On 3rd Floor Roof Casting	10% (Basic Price + Extra Charges + Car Parking)
8	On 4th Floor Roof Casting	10% (Basic Price + Extra Charges + Car Parking)
9	On Brick Work	10% (Basic Price + Extra Charges + Car Parking)
10	On Flooring	5% (Basic Price + Extra Charges + Car Parking)
11	On or Before Possession	5% (Basic Price + Extra Charges + Car Parking)
Extras Development Charges (Rs.120/- per sq. ft)		
1) Transformer Charges: Rs.50/-per sq. ft of Super Built up Area.		
2) Generator: Rs.50/- per sq. ft for Standby Power Supply for Diesel Generator.		
3) Personal meter & other amenities : Rs. 20/- per sq. ft		
4) Legal Charges for Sale Agreement: Rs.5,000/-		
Other terms and conditions:		
a) WBSEDCL meter: On actual.		
b) Registration / Stamp Duty / Taxes: As applicable.		
c) Goods & Services Tax (GST): As applicable & compulsory.		
d) Legal Charges @ 1% directly to be paid to company Lawyer at the time of final conveyance deed.		

SCHEDULE - D**AMENITIES & FACILITIES**

1. Stair case on all the floors.
2. Stair case landing on the floors.
3. Common passage and lobbies on the ground floor excepting car parking space.
4. Water pump, water tanks, septic tank, water pipes and other plumbing installation.
5. Drainage and sewerages.
6. Electrical wiring meters and fittings (excluding those as re -installed for any particular flat).
7. Roof at the top of the building.
8. Pump space, electrical meter space.
9. Boundary walls and main gates.
10. Such other common parts areas, equipment's installation, fixtures, fittings and spaces in or around the said building as are necessary for passages and also car parking spaces.

(Apartment Amenities and Facilities)

1. Lift and lift room
2. Surveillance facility with CCTV
3. Generator Backup
4. Roof Top Community Hall
5. 24 Hours Drinking Water

SCHEDULE -E-**(Specification of the Building):****RCC Structure with bricks wall.****WALL-**

Internal: Plaster of Paris finish.

External: Finishing with Weather coat paint

FLOORING-

Entire flat with Vitrified tiles.

Toilets & Kitchen with Anti-skid tiles.

WINDOWS-

Aluminum sliding windows with glass panes.

DOOR-

Main door flush with teak wood finish.

Other doors flush with enamel paints.

KITCHEN-

Cooking platform of Granite with Stainless Steel Sink.

Glazed tiles up to 3 ft. above the cooking platform.

TOILETS-

Concealed pipeline with water lines with Geyser point at one toilet.

Glazed tiles up to door height.

CP bath fittings of Jaguar/Essco/Parryware/Marc or equivalent.

Sanitary Fittings of Jaguar/Essco/Hindware or equivalent.

WATER SUPPLY-

Deep tube well water supply.

Overhead Tank for sufficient storage and supply.

ROOF-

Common roof with special treatment.

ELECTRICAL-

Concealed ISI Copper wiring with Modular switches.

Adequate light and power points.

1 AC point in each Flat.

ELEVATOR-

lift of reputed brand.

POWER BACK-UP-

Generator power back-up.

MEMO OF CONSIDERATION

Received a sum of Rs _____/- (**Rupees:** _____ **only**) being the earnest money from the within mentioned third party by way of banking cheque as mentioned hereunder –

DATE	CHEQUE NO.	BANK	BRANCH	AMOUNT
TOTAL AMOUNT:				

Amount in Words: (_____ only)

Promoters' Signature

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

SIGNED, SEALED AND DELIVERED –

IN PRESENCE OF: -

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1. Signature _____

2. Name _____

3. Address _____

1. Signature_____

2. Name _____

3. Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters' Signature

Co-Owners' Signature