

**** Disclaimer:** This Agreement for Sale is drafted as per the proforma provided in Annexure 'A' of the West Bengal Real Estate (Regulation & Development) Rules, 2021. Extra Schedules are added in this Agreement for Sale for the purpose of providing detailed information about the project to the Allottee. The Extra Schedules do not contravene or violate the provisions of the Real Estate (Regulation & Development) Act, 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021 as mentioned in SCHEDULE C also.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Kolkata on this _____ Day of _____, 2025 at Kolkata

BETWEEN

MS. REBA DUTTA (PAN-AGHPD8591L), Wife of Late Dulal Krishna Dutta, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 90, Tollygunge Circular Road, Post Office New Alipore & Police Station New Alipore, Kolkata 700053, West Bengal, hereinafter referred to and called as the **LAND OWNER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs/heiresses, representatives, executors, administrators, nominees and permitted assignees) of the **FIRST PART**. The Land Owner is being represented by “**M/S. MAA BHABATARINI**”, a Proprietorship firm, being represented by its sole proprietor **MR. ALOKE SEN** (PAN DRBPS4377H), son of Late Ashutosh Sen, by faith Hindu, by occupation Business, residing at 20BL H/2, Hare Kristo Shett Lane, Post Office Sinthee, Police Station -Sinthee, Kolkata 700050, West Bengal.

AND

“**M/S. MAA BHABATARINI**”, a Proprietorship firm, being represented by its sole proprietor **MR. ALOKE SEN** (PAN DRBPS4377H), son of Late Ashutosh Sen, by faith Hindu, by occupation Business, residing at 20BL H/2, Hare Kristo Shett Lane, Post Office Sinthee, Police Station -Sinthee, Kolkata 700050, West Bengal, hereinafter referred to and called as the **PROMOTER/DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors in office,

heirs, heiresses, executors, administrators, legal representatives and permitted assignees) of the **SECOND PART**.

AND

MR/MRS/MISS/MS (PAN No. –, Aadhaar No. –), son/daughter/wife of, by occupation, by faith....., by Nationality Indian, residing at Premises No Police Station..... Post Office PIN –, District –, hereinafter referred to and called as the **ALLOTTEE/ BUYER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their/her/his successors, heirs, heiresses, executors, administrators, legal representatives and permitted assignees) of the **THIRD PART**.

Land Owner, Promoter/Developer and Allottee referred to as such or as Party and collectively Parties.

SECTION-I

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

- 1) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Act No. XVI of 2016);
- 2) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- 3) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- 4) **"Section"** means a section of the Act.
- 5) **"Masculine"** gender shall include the **"Feminine"** and **"Neuter"** genders and vice versa.
- 6) **"Singular"** number shall include the **"Plural"** and vice versa

SECTION-II

WHEREAS:

- A. The Land Owner hereto is the owner of the Project Land measuring about 4 (four) Cottahs 10 (ten) Square Feet more or less, lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Post Office New Alipore, Police Station New Alipore, Kolkata 700053, within Ward No. 81 of the Kolkata Municipal Corporation vide Assesseeno-110810401485 (morefully described in **Schedule “A”** hereunder written and shown in the plan annexed hereto, being Annexure “A”, duly bordered thereon in ‘**RED**’). Facts about devolution of title of the Land Owner to the Project Land is described below:
- i. The property described in the Schedule "A" hereunder originally comprised of Port Commissioners surplus land and Jadu Nath Majumder purchased Plot No. 54 from the Commissioners for the Port of Calcutta by virtue of a registered conveyance dated 18th September, 1942 and the said document executed by the Commissioners for the Port of Calcutta in favour of Jadu Nath Majumder was registered in the District Sub-Registry office at Alipore in its Book I, Volume 62 at pages 230 to 232 as being No. 2709 for the year 1942 and since purchase said Jadu Nath Majumder recorded his name in the Municipality i.e. the Corporation of Calcutta as well as in other places as absolute owner and thereafter said Jadu Nath Majumder constructed pucca dwelling house thereupon and was enjoying and occupying the same as rightful absolute owner free from all encumbrances and thereafter the said Jadu Nath Majumder died on 2nd January, 1966 leaving his two sons Dharendra Nath Majumder and Kali Das Majumder, one married daughter Smt. Panchalata Kar and his wife Smt. Kiran Bala Majumder and he being died intestate so his said legal heirs inherited the property left by him according to Hindu Succession Act. Thereafter his wife said Smt. Kiran Bala Majumder died some times in the month of Bhadra 1373 B.S. i.e. some times in the month of August 1968 and thus said Dharendra Nath Majumder and Kali Das Majumder being the two brothers and their married sister Smt. Panchalata Kar became the absolute rightful owners of the said property by virtue of inheritance according to the Indian Succession Act and thereafter Smt. Panchalata Kar executed a deed of surrender and/or Nadabi dated 17th January 1967 in favour of her two brothers Dharendra Nath Majumder and Kali Das Majumder relinquishing her share of interest in the said property and the said deed was registered in the Sub-Registry Office at Alipore in its Book No. I, Volume No. 18 at pages from 110 to 112 as being No. 337 for the year 1968.
 - ii. Thereafter the said two brothers amicably effected a partition amongst themselves and demarcated their respective portion by boundary walls and prepared a plan

accordingly but they did not execute or register any partition deed amongst themselves.

- iii. The above-property was recorded in the name of the said two brothers Dharendra Nath Majumder and Kali Das Majumder and in fact the said two brothers are enjoying and occupying the project land having half share each and Dharendra Nath Majumder is occupying the demarcated northern half of the project land and his brother Kali Das Majumder is occupying the demarcated southern half of the project land.
- iv. Both Sri Dharendra Nath Majumder and Sri Kali Das Majumder paid taxes upto date.
- v. The property is originally located within Corporation of Calcutta and so there is no question of any Khatian or record of rights.
- vi. The said Sri Kali Das Majumder as Vendors by a registered Deed of Sale, on-24.02.1978, in favour of Smt. Reba Dutta, registered at the office of S.R. Alipore at Alipore, recorded in Book No. I, Volume No. 33, Pages from 41 to. 53, being No. 729, for the year 1978, sold conveyed and transferred ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Southern Portion situated and lying at Mouza Tollygunge, Plot No.54, P.S. Old Alipore now New Alipore, Premises No.90, Tollygunge Circular Road, Kolkata 700053, under Kolkata Municipal Corporation. Be it mentioned that Sri Dharendra Nath Majumder and Smt. Panchalata Kar jointly confirmed the said Deed of Sale as Confirming Party.
- vii. The said Sri Dharendra Nath Majumder as Vendors by a registered Deed of Sale, on-24.02.1978, registered at the office of S.R. Alipore at Alipore, recorded in Book No. 1, Volume No. 31, Pages from 53 to 65, being No. 730, for the year 1978, sold conveyed and transferred ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Northern Portion situated and lying at Mouza-Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Tollygunge Circular Road, Kolkata 700053, under Kolkata Municipal Corporation, in favour of Sri. Dulal Krishna Dutta. Be it mentioned that Sri Kalidas Majumder and Smt. Panchalata Kar jointly confirmed the said Deed of Sale as Confirming Party.
- viii. After such purchase said Sri. Dulal Krishna Dutta died intestate on 11.01.2020 leaving behind his widow, Smt. Reba Dutta and only son, Sri Dibyendu Dutta, respectively, as his legal heirs and successors to inherit the property left by him as per Hindu Succession Act 1956.
- ix. The said Smt. Reba Dutta & Sri Dibyendu Dutta are jointly seized and possessed of and sufficiently entitled to ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Northern Portion situated and lying at Mouza Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Tollygunge Circular Road, Tollygunge, Kolkata-700053, under Kolkata Municipal Corporation, more fully and particularly described in the Schedule hereunder written.
- x. The said Sri. Dibyendu Dutta by a registered Deed of Gift dated 14.06.2022 registered at the office of D.S.R. II, South 24 Parganas recorded in Book No. I, being No. 160207705 for the year 2022, made gift and transferred ALL THAT piece and parcel

of undivided 1/2 share of his Bastu land area measuring 2 Cottahs 5 Sq.ft. i.e. measuring 1 Cottah 2.5 Sq.ft. more or less together with undivided 1/2 share of two storied building standing thereon measuring 1200 Sq.ft. (on the Ground Floor measuring 600 Sq.ft., on the First Floor measuring 600 Sq.ft.) i.e. 600 Sq.ft. (on the Ground Floor measuring 300 Sq.ft., on the First Floor measuring 300 Sq.ft.) more or less being the demarcated Northern Portion situated and lying at Mouza -Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Circular Road, Tollygunge, Kolkata 700053, under Kolkata Municipal Corporation, in favour of his mother Smt. Reba Dutta.

- xi. The said Smt. Reba Dutta (i.e. the Land Owner) became the sole and absolute owners in respect of ALL THAT piece and parcel of bastu land measuring 2 (two) Cottahs 5 (five) Square Feet be the same a little more or less along with a two storied building standing thereon on the Southern Portion lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Kolkata - 700053, within Ward No.81, of the Kolkata Municipal Corporation, Post Office New Alipore, Police Station New Alipore, by virtue of an Indenture, dated 24.02.1978, recorded in Book No. I, Volume No.33, Pages 41 to 53 being No.729 for the year 1978, registered before the office of the Sub-Registrar at Alipore, 24 Parganas.
- xii. Thus by virtue of the above transfers and also by inheritance of the said Land Owner, the said Smt. Reba Dutta (Land Owner) is presently seized and possessed and rightfully entitled to her portions of land being ALL THAT piece and parcel of bastu land measuring 4 (four) Cottahs 10 (ten) Square Feet be the same a little more or less along with a two storied building standing thereon on the Northern Portion lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Kolkata 700053, within Ward No.81, of the Kolkata Municipal Corporation, Post Office New Alipore, Police Station New Alipore, morefully and particularly mentioned in Schedule "A" herein below.
- xiii. The Land Owner declares that she has a good and marketable title over the project land and is absolutely free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever.
- xiv. The Land Owner being desirous of developing the project land by constructing a multi-storied building consisting of several flats and/or apartments in accordance with the Building Plan sanctioned from the Kolkata Municipal Corporation, had earlier approached M/S. RELIANCE CONSTRUCTIONS COMPANY, a proprietorship firm, represented by its sole proprietor, SRI. SIBASIS DAS, son of Sanjib Chandra Das, residing at 28/10, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata 700050, for development and accordingly executed an Agreement for Development and Power of Attorney for Development dated 10th day of August, 2022, registered before the office of Additional Registrar of Assurances IV, Kolkata, recorded in Book No.I, Volume No.1904-2022, Pages from 825963 to 826006 being No.190412759 for the year 2022. The building plan was sanctioned in the meantime bearing Building Permit B.P. No. -2022100204 dated 18/01/2023, under Ward No.81, Borough X, of the Kolkata Municipal Corporation. However, subsequently the said Agreement was cancelled due to personal reasons on the part of the earlier Developer

and by mutual consent of the parties and accordingly executed an Agreement for Cancellation of the Development and Power of Attorney for Development dated 27th day of April, 2023, registered before the office of Additional Registrar of Assurances IV, Kolkata, recorded in Book No.1, Volume No.1904-2023, Pages from 294290 to 294307 being No.19045903 for the year 2023.

- xv. The Land Owner not being bound by any agreement and as such are free to enter into further or other agreement in respect of the project land. Accordingly, the Land Owner being desirous of developing the project land by constructing a multi-storied building consisting of several flats and/or apartments in accordance with and along with the benefit of the Building Plan already sanctioned from the Kolkata Municipal Corporation bearing Building Permit B.P. No. 2022100204 dated 18/01/2023, under Ward No.81, Borough X, of the Kolkata Municipal Corporation, approached the Promoter/Developer herein for construction of multi-storied building consisting of several flats and/or apartments in the said property.
 - xvi. The Promoter/Developer being interested to develop the project land having experience in the field of building construction and development work has agreed to the said proposal of the Land Owner to develop and construct a building consisting of several flats and/or apartments and/or spaces in the project land at his own cost and expenses.
- B. For the purposes of developing the Project Land, the Land Owner and the Promoter/Developer have entered into a Development Agreements cum Development Power of Attorney dated 23rd May, 2023, registered in the Office of the A.R.A. II Kolkata, in Book No. 1, Volume No. 1902-2023, Pages 212432 to 212475, being Deed No. 190206727 for the year 2023. (“Development Agreements cum Development Power of Attorney”)
- C. The Project Land is earmarked for the purpose of building a residential cum commercial project, comprising G+IV multistoried building and the said project shall be known as “**UTOPIA**”.
- D. In terms of the Development Agreement cum Development Power of Attorney mentioned in Clause A (xvii), the Land Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner to portion of the land contained in the Project Land on which Project is being constructed.
- E. The Promoter/Developer has obtained the Sanctioned Building Plan for the Project from Kolkata Municipal Corporation (K.M.C.) vide B.P.No. - 2022100204 dated 18th January, 2023. The Promoter agrees and undertakes that it shall not make any changes

to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- F. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project. The Promoter has started the construction from 18th January, 2023.
- G. The Promoter has registered the Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 vide Registration No. _____.
- H. The Allottee had applied for an Apartment in the Project vide application no. _____ dated _____ and has been allotted a Apartment No. _____, on the _____ Floor, having built-up area of _____ (_____) square feet, more or less and equivalent to a carpet area of _____ Square feet more or less with attached balcony having an area of _____ Square feet, more or less, being more particularly described in Schedule “B” below and the layout of the Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure “B” (**“Said Apartment”**) in the G + IV building **“UTOPIA” together with** ____ (____) car parking space, bearing no. _____ admeasuring _____ square feet, more or less, in the _____ space, more particularly described in Schedule “B” below (**“Said Parking Space”**) out of Promoters Allocation, as permissible under the applicable law and **together with** right to use of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule “E” below (**“Common Areas”**); and also together with undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule “B” below (collectively **“Said Apartment And Appurtenances”**).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. On demand from the Allottee, the Land Owner and the Promoter have given the copies of all relevant documents for inspection to the Allottee of all the documents of title relating to the Project Land, the Development Agreement Cum Power of Attorney and the Building Plan, designs and specifications prepared by the Architect and of such other documents as are specified under the Act. The Allottee, shall satisfy

themselves by causing a proper title search of the Project Land and be ensured of the Project Land having good marketable title and is free from all encumbrances and attachments and other claims and is not affected by any notice or schemes or acquisitions or requisitions.

- 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;
- L. 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;
- M. 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 And Appurtenances as specified in paragraph G;

SECTION-III

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 Said Apartment And Appurtenances as specified in paragraph G;

1.2 The Price of the Apartment (excluding Goods & Service Tax) based on the carpet area is Rs. _____/- (Rupees: _____) and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) ("**Total Consideration**"). The details of the Total Price of the Said Apartment And Appurtenances are as follows:

1.2.1 The Total Consideration for the said Apartment based on carpet area and the said Parking Space (if any) is as follows:

Said Apartment No. _____, _____ Floor, Project - “ UTOPIA ”	
Cost of Apartment	Rs. _____/-
Cost of Car Parking Space, if any	Rs. _____/-
Total Consideration	Rs. _____/- + applicable GST

1.2.2 Common Meter Cost: Further the amount payable by the Allottee in respect of common meter to the Promoter amounting to Rs. _____/- (_____) (hereinafter referred to as “**Common Meter Cost**”).

1.2.3 Total Tax: The Goods and Services Tax (**GST**) or other similar taxes on the Total Consideration for the Said Apartment And Appurtenances and Common Meter Cost shall be as per the applicable rates from time to time. The Allottee(s) undertakes and confirms to pay the increased taxes (if any) to the Promoter with each installment/payment and shall not raise any objection thereto.

1.2.4 Legal Documentation Charges: The Allottee shall pay to the Promoter or its nominee, @0.7% of Total Consideration or the government assessed Market Value (whichever is higher) towards legal documentation charges for the Said Apartment And Appurtenances, of which 50% shall be payable on execution of this agreement and the balance 50% on execution of the sale deed. In addition thereto, the Allottee shall also pay further Rs. 4000/- (Rupees Four Thousand Only) as miscellaneous expenses for each registration.

Explanation:

(i) The Total Consideration mentioned in 1.2 above includes the booking amount paid by the allottee to the Promoter towards the Said Apartment And Appurtenances;

(ii) The Total Consideration for the Said Apartment And Appurtenances, the Extra, Total Tax as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) above (i.e., the Total Consideration) and the Legal Documentation Charges as mentioned in clause 1.2.4 above up to the date of handing over the possession of the Said Apartment And Appurtenances to the Allottee and the Project to

the Association of the Allottees, as the case may be, after obtaining the completion certificate from the concerned authority.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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 the Said Apartment And Appurtenances as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of pro rata share of the Common Areas described in **Schedule “E”** hereunder written respectively.

(v) Stamp Duty and Registration fee: The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

(vi) TDS: If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter then the same shall be treated as default on the part of the Allottee(s) under these presents and the amount thereof shall be treated as outstanding.

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

1.4. The Allottee shall make the payment of the Total Consideration for the Said Apartment And Appurtenances mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in “**Schedule C**” hereunder written.

1.5. The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.3 above, unless otherwise mentioned herein, within 15 days of a demand made by the Promoter under and in terms of this agreement.

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

1.7. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the “**Schedule D**”, as the case may be, without the previous written consent of the Allottee.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

1.8. The Promoter shall confirm the Final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee 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 Clause 1.2 of this Agreement.

1.9. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Appurtenances as mentioned below:

(i) The Allottee shall have exclusive ownership of the Said Apartment And Appurtenances;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.10. It is made clear by the Promoter and the Allottee agrees that the said Apartment along with the said parking space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or 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 shall be available only for use and enjoyment of the Allottees of the Project.

1.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment And Appurtenances to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan

and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Said Apartment And Appurtenances to the Allottees, 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.

1.12. The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Consideration plus applicable taxes of the Said Apartment And Appurtenances at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1.13. The transaction contemplated herein is a single transaction of sale and purchase of the Said Apartment And Appurtenances and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter or Land Owner being liable to make payment of any Sales Tax, GST or any other statutory tax or duty or levy in respect of this Memorandum or the transfer of the Said Apartment And Appurtenances contemplated hereby, the Allottee shall be liable and agrees to make payment of the same at or before taking possession of the Said Apartment And Appurtenances.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by construction milestones, the Allottee shall make all payments within 30 days of receiving written demand from the

Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of such bank account as stipulated in the demand letter and the same be payable at Kolkata;

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 the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder 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 this 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 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 of the Allottee and such third party shall not have any right in the Said Apartment And Appurtenances 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 and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Said Apartment And Appurtenances, if any, in his name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Apartment And Appurtenances to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C" ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the specifications of the said Apartment and accepted the Payment Plan, floor plans, Annexures [annexed along with 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 plan, floor plan and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the rules of the concerned authority 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.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Said Apartment: The Promoter agrees and understands that timely delivery of possession of the Said Apartment And Appurtenances to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter

assures to hand over possession of the said Apartment along with the said parking space if any and ready and complete common areas with all specifications, amenities and facilities of the Project in place within 31st December, 2026, with a grace period of 6 (six) months, unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the Project (**Force Majeure**).

However, if the Said Apartment And Appurtenances is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if 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 Said Apartment And Appurtenances 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 agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (less any tax received from the Allottee) within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least fifteen (15) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he 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.

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 Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Said Apartment And Appurtenances to the Allottee in terms of this Agreement to be taken within 3(three) months of the Promoter issuing the Notice for Possession upon making payment of the Total Price which including the Extras and the Applicable Taxes for the Said Apartment

And Appurtenances and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Owner and the Promoter within 3(three) months from the date of issue of completion certificate subject to the Allottee having made the aforesaid payment to the Promoter and further paying the applicable stamp duty, registration charges, legal charges, miscellaenous expenses and incidentals to the Promoter. The Promoter and the Owner agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter and the Owner. The Allottee, as from the date of taking possession or execution of the conveyance deed, agrees to pay from such date the maintenance charges and property taxes and other outgoings as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 3(three) months ths of receiving the occupancy certificate of the Project provided all the above mentioned charges are paid by the allottee and the conveyance deed been registered in favour of the allottee .

7.3 Failure of Allottee to take Possession of Said Apartment And Appurtenances: 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 Said Apartment And Appurtenances from the Promoter by/after making payment of the balance amount of Total Price including the Extras, and by executing conveyance deed and other necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment And Appurtenances to the Allottee.

In case the Allottee fails to take possession within the time period of 3(three) months of Notice for Possession as provided in clause 7.2 above, the last day of such notice period shall be treated as the deemed date of possession and such Allottee shall, in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, be liable to pay maintenance charges and all property taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Said Apartment And Appurtenances with effect from the expiry of notice period of 3(three) months.

The Allottee shall further be liable to pay guarding charges @ Rs. 5000/- (Rupees Five Thousand Only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the deemed date of possession as stipulated in the

notice of possession till the date on which the physical possession of the Said Apartment And Appurtenances is taken by the Allottee.

7.4 Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the Said Apartment And Appurtenances, it shall be the responsibility of the Promoter and the Land Owner to hand over the necessary documents and plans, including the Common Areas to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by the Allottee:

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and the interest liabilities. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation and this Agreement shall thereupon stand terminated.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper

7.6 Compensation – The Promoter/Land Owner 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, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

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 Said Apartment And Appurtenances (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 him in respect of the Said Apartment And Appurtenances, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Appurtenances.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

(i) The Land Owner has absolute, clear and marketable title with respect to the Project Land. The Promoter has requisite rights to carry out development upon the Project Land and has physical possession of the land for the Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project Land.

(iii) There are no encumbrances upon the Project Land.

(iv) There are no litigations pending before any Court of law with respect to the Project Land.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and Said Apartment And Appurtenances are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, Apartments 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, and interest of the Allottee created herein, may prejudicially be affected.

(vii) The Land Owner/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with

respect to the Project Land. including the Project and the Said Apartment And Appurtenances which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Land Owner/Promoter confirms that it is not restricted in any manner whatsoever from selling the Said Apartment And Appurtenances to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of or before the execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Said Apartment And Appurtenances to the Allottee and the Common Areas to the Association.

(x) The Said Apartment And Appurtenances 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 Project Land.

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land has been received by or served upon the Land Owner/Promoter in respect of the Project Land and/or the Project;

(xiii) The Project Land is not waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default (“**Default**”), in the following events:

(i) Promoter fails to provide ready to move in possession of the Said Apartment and Appurtenances to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time hereunder or to be disclosed at the time of

registration of the Project with the Authority, whichever be earlier. For the purpose of this clause 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects and for which occupation certificate 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 thereunder.

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

(i) Stop making further payments 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; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the said Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the 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 of the possession of the Said Apartment And Appurtenances.

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 any of the payments within the due dates as per the Payment Plan mentioned in the Schedule "C" hereto or fails to make payment of the Extras in terms hereof 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 Applicable Interest Rates prescribed in the Rules.

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

(iii) In the event of such cancellation of the Said Apartment And Appurtenances, the Allottee shall have no right upon the Said Apartment And Appurtenances and the Promoter shall have the right to deal with the Said Apartment And Appurtenances as the Promoter may deem fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT AND APPURTENANCES:

The Owner and the Promoter, on receipt of complete amount of Total Price of the Said Apartment And Appurtenances under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Said Apartment And Appurtenances to the Allottee with right to use and enjoy the Shared Common Areas and convey the title of the indivisible share in the Common Areas to the Association within 3 (three) months from the date of issuance of occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Land Owner and the Promoter to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE PROJECT:

The Promoter agrees that on receiving occupancy certificate of the Project and within such timeframe as prescribed in the Act, the Promoter shall take necessary steps for formation of an association of apartment owners of the Project ("Association").

Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or

stand transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The Allottee shall pay to the Promoter the cost of such maintenance from the date of execution of this deed or if the allottee fails to take possession, he shall be liable to pay maintenance charges in respect of the Said Apartment And Appurtenances from the deemed date of possession.

Within 3 (three) months of the date of formation of the Association the Promoter shall transfer the Common Areas to such Association and the Promoter shall handover the responsibility of maintenance of the Common Areas to the Association and the Association shall take over the control, management and administration of Common Areas. The Deposits, Sinking Fund/ Maintenance Deposit etc. if any paid/deposited by the allottees of the Project (including the Allottee herein) to the Promoter as envisaged in the Said Sale Agreement, shall also be transferred by the Promoter to the said Association after adjustment of all dues of the allottees of the Project (if any).

In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Said Apartment And Appurtenances.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or from date of the occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such

defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Said Apartment And Appurtenances on the specific understanding that his right to the use of Common Areas and Shared Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, covered parking's 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 their said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE OF SERVICE AREAS:

The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting (if any), pumps and 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 as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said 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 said Apartment, or the staircases, lifts, lift lobby, 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 Apartment and keep the said 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.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Further the Allottee shall not store any hazardous or combustible goods in the said 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 said Apartment.

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.

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

The Parties are entering into this Agreement for the sale of the Said Apartment And Appurtenances with the full knowledge of all laws, rules, regulations, notifications applicable to this project in general and this project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and

use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Appurtenances at his own cost.

18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Land Owner, the Promoter or the Allottee until, firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and secondly, appears for registration of the same before the concerned registration office 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 concerned registration office 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 (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. NOMINATION BY ALLOTTEE:

The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of Rs.100/- per Sq.Ft. on Final Carpet Area as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Land Owner and the Promoter.

(c) The Allottee shall pay an additional legal fee of Rs.5,000/- (Rupees Five Thousand Only) to the Promoter's legal advisors towards the tripartite Nomination Agreement.

(d) Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

25. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

26.1 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 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.

26.2 Failure on the part of the Parties to enforce at 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 “PRORATA” or 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 the Project or wherever in this agreement the words “proportionate” or “proportionate share” or “proportionately” or “pro-rata” are used, the same shall be the proportion which the Final Carpet Area of the said Apartment bears to the final carpet area of all the other Apartments including those of its appurtenances as aforesaid in the Project.

29. FURTHER ASSURANCES:

All the 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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Land Owner and the Promoter through their respective authorized signatories at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee, the Land Owner and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this

Agreement shall be deemed to have been executed at
_____.

31. NOTICES:

That all notices to be served on the Allottee, the Land Owner and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Land Owner by Speed Post or Registered Post at their respective addresses specified above.

It shall be the duty of the Allottee, the Land Owner and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Land Owner, the Promoter 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 Promoter and/or the Land Owner to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.

33. 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.

34. DISPUTE RESOLUTION:

All or any disputes 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 discussion, failing which the same shall be settled through the Arbitration and Conciliation Act, 1996.

SCHEDULE “A”
(PROJECT LAND)

ALL THAT piece and parcel of bastu land measuring 4 (four) Cottahs 10 (ten) Square Feet more or less, lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No. 90, Somnath Lahiri Sarani, Post Office New Alipore, Police Station New Alipore, Kolkata 700053, within Ward No. 81 of the Kolkata Municipal Corporation vide Assessee no-110810401485 and shown in the plan annexed hereto, being Annexure “A”, duly bordered thereon in ‘**RED**’:

The Premises is butted and bounded as follows:-

ON THE NORTH – 91, Somnath Lahiri Sarani, Kolkata 700053

ON THE SOUTH- 89, Somnath Lahiri Sarani, Kolkata 700053

ON THE EAST - 93, Somnath Lahiri Sarani, Kolkata - 700053

ON THE WEST – K. M. C. Road (Somnath Lahiri Sarani)

SCHEDULE “B”
(SAID APARTMENT AND APPURTENANCES)

(a) The said Apartment, being No. . _____, on the _____ floor, having built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less in the G + IV building “**UTOPIA**”. The layout of the Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure “B”;

(b) The said Parking Space, ____ (____) car parking space, bearing no. _____ admeasuring _____ square feet, more or less, in the _____ space;

(c) The Share In Common Areas, being pro rata share in the Common Areas of the project described in Schedule E below, as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment;

SCHEDULE “C”
(PAYMENT PLAN)

Sr.No.	Milestones	Percentage	Amount
1	On Booking & Execution of Agreement	10% of Total Consideration + GST	Rs. _____/- + GST
2	On Ground Floor Roof Casting	15% of Total Consideration + GST	Rs. _____/- + GST
3	On Roof Casting of 1 st floor	15% of Total Consideration + GST	Rs. _____/- + GST
4	On Roof casting of 2 nd floor	15% of Total Consideration + GST	Rs. _____/- + GST
5	On Roof Casting of 3 rd Floor	10% of Total Consideration + GST	Rs. _____/- + GST
6	On Roof Casting of 4 th Floor	10% of Total Consideration + GST	Rs. _____/- + GST
7	At the time of Brick Work	10% of Total Consideration + GST	Rs. _____/- + GST
8	At the time of Flooring Work	10% of Total Consideration + GST	Rs. _____/- + GST
9	At the time of Registration/Deed of Conveyance	5% of Total Consideration + GST	Rs. _____/- + GST

**** Disclaimer:** This Agreement for Sale is drafted as per the proforma provided in Annexure 'A' of the West Bengal Real Estate (Regulation & Development) Rules, 2021. Extra Schedules are added in this Agreement for Sale for the purpose of providing detailed information about the project to the Allottee. The Extra Schedules do not contravene or violate the provisions of the Real Estate (Regulation & Development) Act, 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021.

SCHEDULE "D"
(SPECIFICATION OF THE FLAT)

1. Building designed on R.C.C. foundation as per Sanctioned Plan from Kolkata Municipal Corporation. . R.C.C. columns and beams in 6:1:1 ratio. The steel rod would be ISI Mark.
2. Brick work made of cement, sand mortar (5 sand + 1 cement) having thickness of 8"/5"/3".
3. All floors will be finished with Floor Tiles/ Marble with 3" skirting. The stairs, landings with marble and passages will have floors made of cast-in-situ mosaic with 4" skirting.
4. The main door of the flat will be wooden frame by shawal wood and wooden pallah made of pine flash door. The inside doors would be of wooden frame with flash door pallah complete with primer coat.
5. Aluminium Sliding windows with grill and glass along with necessary fittings.
6. Plastered walls from inside and outside with inside wall surface furnished with putti. . Outside wall 5" brick and outside work cement plastering. Inside wall would be 5" brick and the interior wall would be finished with Birla putty. Outside walls of the building shall be finished with Snowchem paint/Weathercoat.
7. Floors of the toilet will be marble and walls will be glazed tiles upto 6 feet in height over the marble skirting of the toilet. One commode with flash valve and showers and two taps in the toilet and wash basin in each flat. One pallah door made by PVC will be fixed.
8. Upto ceiling with glazed tiles above cooking table and the top of the cooking table will be made up of granite.
9. Roof of the building shall be finished with roof treatment with parapet wall and appropriate water slope.
10. Lift shall be provided of any reputed company as per decision of Promoter.
11. All electrical fittings shall be of standard material with concealed wiring.
12. The electric points will be installed as follows :-
Standard cable of havels or finolex company to be provided
 - Bed Room - Bed room 3 light point, 1 fan point 2 Plug point and 1 A.C. Point, in each room.
 - Living-cum-Dining room - 2 light point, 2 fan point and 2 plug point
 - Kitchen - 1 light point, 1 plug point (15 amp), 1 Chimney point, 1 Induction point 2000W, 1 Micro Oven point.
 - Toilet 1 light point, 1 exhaust fan point, 1 plug point and 1 geyser point.

- 1 light in Passage & 1 Bell Point
- Two Grill gates one at main entrance of the building and another in the ultimate roof entrance
- Collapsible gates in front of all gates
- Scientifically designed sewerage system shall be provided for better sanitation. Standard quality sanitary fittings of standard size will be provided. Four-layer Syntex tank would be installed at the roof of the proposed building.
- The expenses for installation of personal meter shall be payable by the Allottee.
- AC point shall be provided in bed room only. The allottee shall pay Rs. 5000/- (Rupees Five Thousand Only) for installing any extra AC point.

Apart from the above specifications if the Allottee wish to install or construct certain other things, then such modifications must be informed to the Promoter, and such extra installation or construction shall be done by the Promoter completely at the cost of the Allottee.

SCHEDULE “E” **(COMMON AREAS)**

1. ALL THAT undivided proportionate share and /or interest in the Project Land described in the Schedule “A” herein above written.
2. The roof of the top floor.
3. Entrance and Exit.
4. Boundary walls and main gate and common passage. Drainage and sewerage lines and other installation for the same (exceptionally those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of unit and/or exclusively for its use.)
6. Staircase, Lift & Lift Lobby.
7. Water pumps, water pump rooms. Water reservoir together with all common plumbing installations for carriage of water in terms of the schedule (save only those as are exclusively within and for use and for use of any unit) in the building at the land.
8. The left over area round the four sides of the building constructed or proposed to be constructed in terms of the schedule mentioned.

9. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land of the building as are necessary for passage to and / or user of the units' common by the co-allottees.

SCHEDULE "F"
(COVENANTS)

**THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER
AND THE PROMOTER AS FOLLOWS:**

The Allottee shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Said Apartment And Appurtenances as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

- a. The Allottee shall use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.).
- b. The Allottee shall not park any car or two-wheeler in the Project Land if the Allottee has not been allotted any car parking space therein, and to park only in the Said Parking Space, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized car and/or two-wheeler vehicles, as the case may be, even if there be space for more than one in the said Car Parking Space.
- c. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- d. The Allottee shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special receptacles for the common use of the other Allottees.

- e. The Allottee shall not use the roof of the Buildings bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
- f. The Allottee shall indemnify and keep indemnified the Land Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- g. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Said Apartment And Appurtenances and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Allottee or occupier thereof whether in respect of the Said Apartment And Appurtenances or the Project erected thereon in accordance with the provisions of relevant laws.
- h. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Said Apartment And Appurtenances and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Land Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Land Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- i. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Said Apartment And Appurtenances and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Said Apartment And Appurtenances and/or the Project, the Allottee shall be liable to make payments for the same to the concerned authority.

- j. The Allottee shall not use or allow the Said Apartment And Appurtenances for any illegal or immoral purposes or for any noisy or offensive trade or business.
- k. The Allottee shall not amalgamate, sub-divide or partition the Said Apartment And Appurtenances or any part thereof with any other apartment or apartments within the Project.
- l. The Allottee shall keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the building free from obstructions or encroachments and in a clean and orderly manner.
- m. The Allottee shall not bring in or store or allow to be brought in or stored in the Said Apartment And Appurtenances or the Project or the Project Land or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or place any heavy material or other articles likely to injure or damage the Said Apartment And Appurtenances and/or the other structures constructed on the Project Land or in the common passages or staircase of the Building and not do or allow to be done on the building anything that may deteriorate the value of the building or the Said Apartment And Appurtenances or the Project or injure the same in anyway, except in accordance with law.
- n. The Allottee shall pay wholly in respect of the Said Apartment And Appurtenances and proportionately in respect of the Common Areas the Maintenance Charges as mentioned herein, water works, common electrical installations, DG Sets, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project, and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Said Apartment And Appurtenances and/or relating to this Deed shall be paid by the Allottee without raising any objection thereto, within 15 (fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- o. So long as each apartment of the building shall not be separately assessed for the taxes, all allottees of the building shall pay to the promoter a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall made by the promoter on the basis of the area acquired by each allottee and the same shall be conclusive final and binding.
- p. Promoter shall be liable to pay all taxes, outgoing, outstanding interest of the Project Land till the date of possession or deemed date of possession, if any arrear and after handing over possession to the Allottee, all arrear shall remitted by Land Owner/Promoter at their own cost. If the concerned authority imposes any sales tax or other taxes for the Said Apartment And Appurtenances, in such case the Allottee shall be bound to pay the same to the authority.
- q. The Allottee shall get the Said Apartment And Appurtenances mutated in his/her name and/or separately assessed by the KMC at their own cost.
- r. The Allottee shall pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or which are the liability of the Allottee under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- s. The Allottee shall pay all future betterment/development charges etc. relating to the Said Apartment And Appurtenances and/or the Common Areas.
- t. The Allottee represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Deed) of the Said Apartment And Appurtenances which is part of the integrated Plan of UTOPIA and has been approved by the K.M.C., as represented by the Promoter.
- u. The cost of cleaning, lighting and maintenance of staircase and other parts of the building as enjoyed in common by the all allottees and occupiers thereof will be jointly borne by them proportionately.
- v. The salaries of darwans, if any, electricians, sweepers etc. shall be borne proportionately by the all allottees and occupiers of the building.

- w. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the roof, terraces, landing and structure of the building rain water pipes water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain and equipments in under or upon the building enjoyed or used in common by the all allottees and occupiers of the building shall be borne jointly and proportionately by them.
- x. The Allottee shall not commit or permitted to commit any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- y. The Allottee shall keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular and without prejudice to the generality to the foregoing, the allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls, slabs or RCC, pardi passing through their respective apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- z. The promoter shall provide water lines for supply of water; electrical lines and points etc. and cost of electrical power to the said Apartment shall be borne by the allottee. The Allottee shall install the electric meter at their own cost. The promoter will render assistance for the same.
- aa. Until individual meter is installed, the allottee shall pay the unit consumed by them at an average rate.
- bb. The Allottee has, inter alia, inspected and verified all the documents as also the Plan of the Said Apartment And Appurtenances and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description

of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment And Appurtenances and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.

- cc. The Allottee agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.
- dd. The Allottee shall not slaughter or kill any animal in any area (including common areas/ parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- ee. The Allottee shall not misuse or permit to be misused the water supply to the Said Apartment.
- ff. The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the said Apartment until all the charges, outgoings, maintenance, dues, payable by the Allottee to the Promoter or Association in respect of the Said Apartment And Appurtenances are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter or Association.
- gg. The Allottee on receiving No Dues certificate shall have full proprietary rights and interests and shall be entitled to sell, mortgage, let out, lease out, or transfer the Said Apartment And Appurtenances in any manner whatsoever permitted by law provided the purchaser mortgagor / tenants/ leasee shall be bound by the Rules and Regulations laws or bye laws of the Association to be formed by the allottees.
- hh. That in case of any additional work requires to be done by the allottee in their said Apartment, the Promoter will complete the said work and the Allottee will bear the additional cost, provided such work must not cause any construction, modifications, additions, alterations and/or variations regarding in t he sanctioned plan. The Allottee shall be allowed to make addition or alteration in the said Apartment for decoration purpose without damaging the pillars, beams and main structure of the building.
- ii. The Allottee shall not be allowed to make construction or alterations on the Balcony elevation and shall also not be allowed to interfere with and alter the exterior

decorations and external colour of the premises. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.

jj. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, Common Expenses and Charges, municipal/panchayat rates and taxes, or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and Association, upon its formation and its taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

- claim interest at the rate of the State Bank of India plus two percent per annum on all outstanding amounts.;
- demand and directly realize the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment and Appurtenances;
- In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment and Appurtenances continuing for more than 2 (two) months, then the Promoter and/or the Association, upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within 1 (one) month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights in terms of the provisions of these presents and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association; and

- withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- kk. The Allottee shall have the right of obtaining telephone connections to the said Apartment as well as the right of fixing television antenna and / or radio aerial on the roof of the said building and for this purpose the allottee shall have the right of digging, inserting and or fixing plug and supporting clamps in the required portion of the said building provided always that the Allottee shall forthwith mend good such dug up holes and excavations at their own cost and expenses.
- ll. The Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Building (2) if the area of the Building is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

SCHEDULE "G"
(COMMON EXPENSES)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Building and the road network, etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Apartment) walls of the Building] and the road network, etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Project save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

SCHEDULE “H”

(OTHER TERMS AND CONDITIONS)

1. RAISING OF FINANCE BY PROMOTER:

Notwithstanding anything to the contrary contained in this agreement, the Promoter shall have the right to raise finance/loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the Project and/or securitization of the receivables, however, the Promoter shall not mortgage or create a charge on the said Apartment after execution of this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment. However, the Promoter shall, in the event any such mortgage or charge is made, cause to be redeemed/released the said

Apartment from the mortgagee at or before delivery of possession of the Said Apartment And Appurtenances.

2. RIGHT TO VISIT THE PROJECT

The Allottee have the right to visit the Project site to assess the extent of development of the Project and his said Apartment, subject to prior consent of the Promoter and complying with all safety measures while visiting the site.

3. QUALITY AND SPECIFICATIONS OF THE MATERIALS

The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

4. ADDITIONAL CONSTRUCTIONS

The Allottee admits and acknowledges that at the treaty of sale of the Said Apartment And Appurtenances to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Land Owner that the Promoter and the Land Owner shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

(i) That the Promoter shall be entitled to and may construct additional vertical extentions in form of floors/apartments over the roof of the building by consuming unutilized Floor Area Ratio available for the Project as per the plans as be sanctioned by the concerned authority. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Promoter and the Land Owner shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the layout of the Apartment;

(ii) The allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered to the Allottee because of the same. It is clarified that in case of additional construction on the roofs, the

Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.

(iii) The Promoter shall further be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the Apartment, 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.

(iv) For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Land Owner by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard and agrees and covenants not to raise any claim or objection in this regard at any time.

(v) The right of the allottee regarding the Undivided Share shall be variable depending on further/additional vertical or other constructions, if any, made by the Promoter from time to time and the allottee hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Allottee.

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

MS. REBA DUTTA

Represented by her Constituted Attorney

M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[LAND OWNER]

M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[PROMOTER/DEVELOPER]

[ALLOTTEE/BUYER]

Drafted By,

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

MEMO OF CONSIDERATION

RECEIVED the sum of Rs as part consideration amount as per terms of Agreement for Sale in connection with said Apartment No. in theFloor .

<u>Cheque No /Cash/Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
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M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[PROMOTER/DEVELOPER]

Witnesses:

Signature _____ Signature _____

Name : _____ Name : _____