

AGREEMENT FOR SALE

**This Agreement for Sale (“Agreement”) executed on this day of
,2026.**

By and Between

MEGAMIX DEALERS PRIVATE LIMITED,(PAN - AAGCM5000P), a Private Limited Company, having its registered office at 2A, Ganesh Chandra Avenue, 8th Floor, Room No. 5, Kolkata- 700013, being represented by its authorized signatory viz. **AJAY KUMAR CHAUDHARY, (PAN - ASJPC9984A), (AADHAAR NO.6335 4210 8706),** son of Ram Parishan Chaudhari, by faith Hindu, by occupation Business, resident at Village Yadupati, Yadupati Bazar, V.T.C. JadupattiUrf Semra, P.O. Choraut, Sub District Charaut, District Sitamarhi, State Bihar, Pin Code No. 843319 hereinafter jointly and collectively referred to as the **LAND OWNER** (which express shall mean and include unless excluded by or repugnant to the context of its legal heir or heirs, executor or executors and assigns) of the **ONE PART**

AND

REVANSH HOMES AND DEVELOPERS LLP , (Permanent Account No.ABMFR5515L), (LLP REGISTRATION NUMBER ACS-5853), having its registered office at 34/35/2/1, Block A, 1st Floor, Sri Aurobindo Road, Salkia, Howrah-711106, represented by its designated partners viz. **1)SRI SUBHASH KUMAR AGARWAL, (PAN - ACKPA8780B) Aadhar Number 4644 3171 6613** Son of Late Chajju Ram Agarwal, By Occupation , Business, By faith Hindu, Residing at 34/35/2/1, Sri Aurobindo Road, Salkia, Howrah-711106 and **2) SRI SURAJIT PAUL, (PAN- AIQPP9272M) Aadhar number- 4187 1949 8170,** Son of Sri Krishna Chandra Paul, by faith Hindu, By Occupation Business, residing at 22/3/2, Ram Charan Naskar Lane, Ghushri, howrah-711107, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and

administrators of the last surviving Partner and his /her/ their assigns.)
of the **SECOND PART:**

AND

[If the Allottee is an individual] Mr. , (Aadhaar no.) son of aged about ---
----- years, residing at (PAN) , hereinafter referred to as the
“Allottee”(which expression shall unless repugnant to the context or
meaning thereof be deemed to mean the heirs, executors, administrators
and permitted assigns). of the **THIRD PART:**

The owner, the Developer and allottee shall hereinafter collectively be
referred to as the “parties “and individually as a “party”

WHEREAS:

- A) **ALL THAT piece and parcel of Bagan Land measuring about 01 (One) Bigha 02 (Two) Cottahs 14 (Fourteen) Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** was owned by Sri Hemanta Kumar Mukhopadhaya, Sri Jatindra Nath Chandra, and Sri Ramkrishna Niyogi, who transferred their respective interests in favour of Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar by a registered Deed of Sale dated 9th June, 1941, recorded in Office of Sadar Joint Sub Registrar, Howrah, incorporated in Book No. I, volume No. 16, pages from 280 to 288, being Deed No. 954 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- B) Similarly, **ALL THAT piece and parcel of a Danga/Bastu Land measuring about 02 (Two) Bigha 16 (Sixteen) Cottahs 10 (Ten)**

Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, previously held by Sri Kunja Bihari Choudhury, was also conveyed to the same purchasers, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar, by a registered Sale Deed dated 18th June, 1941, registered in the Office of Sadar Joint Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 20, Pages from 40 to 44, being Deed No. 990 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

- C) Later, Sri Banamali Patra, the erstwhile owner **ALL THAT piece and parcel of a Bastu Land measuring about 07 (Seven) Cottahs 08 (Eight) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah** and **ALL THAT piece and parcel of a Bastu Land measuring about 19 (Nineteen) Cottahs 05 (Five) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar by two separate registered Sale deeds — the first dated 27th June, 1956, registered in the Office of the Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 54, pages from 77 to 80, being Deed No. 3273 of 1956 and the second dated 12th March, 1958, registered in the Office of the Sadar Joint Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 22,

pages from 223 to 227, being Deed No. 941 of 1958. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

- D) Subsequently, Sri Kanai Lal Mondal, the erstwhile owner, **ALL THAT piece and parcel of a MakorariMourshiBastu Land measuring about 07 (Seven) Cottahs 13 (Thirteen) Chittaks 38 (Thirty-eight) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** who transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar through a registered Deed of Sale dated 9th March, 1959, since been registered in the office of District Registrar, Howrah, incorporated in Book No. I, Volume No. 14, pages from 287 to 291 being Deed No. 1124 for the year 1959. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- E) In continuation of this pattern of acquisition, Sri PatitPaban Pathak, the former owner of the property i.e. **ALL THAT piece and parcel of a Bastu Bagan Land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittaks 05 (Five) Sq. Ft. and 03 (Three) Cottahs 13 (Thirteen) Chittaks 15 Sq. Ft. Bastu, Bagan and Danga Land appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** transferred his share exclusively to Sri Gajendra Nath Ghosh through a registered deed dated

24th December, 1962 since been registered in the office of District Sub-Registrar Howrah, being incorporated in Book No. I, Volume No. 80, pages from 153 to 157, being Deed No. 4612 for the year 1962. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

- F) Subsequently, Sri Brajo Gopal Mukhopadhyay, erstwhile owner who transferred his share i.e. **ALL THAT piece and parcel of a Pukur**

Land measuring about 12 (Twelve) Cottahs 05 (Five) Chittaks 08 (Eight) Sq. Ft. appertaining Holding No. 5/3, Fakir Chand Pathak Lane (since been renumbered as Holding No. 5/3/A, Fakir Chand Pathak Lane), under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, in favour of M/s Orient Supply Syndicate, represented by its partners Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh. This conveyance was affected through a registered Deed of Sale dated 25th November, 1974 since been registered in the office of District Sub-Registrar of Howrah, incorporated in Book No. I, Volume No. 86, pages from 98 to 102 being Deed No. 3871 for the year 1974.

- G) As a result of these acquisitions, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar jointly became the owners and occupiers of part of the properties as mentioned heretobefore whereas some of the properties exclusively belonged to Sri Gajendra Nath Ghosh and the property appertaining to Holding No. 5/3/A, Fakir Chand Pathak Lane, was exclusively owned by M/s Orient Supply Syndicate.

- H) It is also pertinent to mention that over time, Sri Gajendra Nath Ghosh, Sri Binay Bhusan Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh, in association with Sri Bijay Chand Sarkar, formed a partnership firm under the name M/s Orient Supply Syndicate on 1st July, 1971, having its principal place of business at 6, Narendra Nath Mukherjee Road, Bally, Howrah.
- I) The firm was later continued by Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh, who inducted Sri Arup Kumar Roy as a partner with a 25% share in the firm. Thus, the partnership then consisted of Sri Arup Kumar Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh.
- J) After some years, Sri Dilip Kumar Ghosh passed away, leaving behind his legal heirs — Sri Dipan Ghosh (son), Sri Bapai Ghosh (predeceased son), Smt. Malati Ghosh (daughter in law), Smt. Srabani Ghosh (grand-daughter), and two daughters, Smt. Runa Mitra and Smt. Jhunu Sen.
- K) Upon the demise of one of the original partners of the erstwhile partnership firm, the surviving partners, together with the legal heirs of the deceased partner, expressed their unanimous desire to continue the business of the said firm without dissolution, in order to preserve its continuity, goodwill, and accumulated assets.
- L) The said legal heirs, having consented to step into the shoes of the deceased partner, signified their intention to continue and represent their respective interest in the said partnership business. In pursuance of the said mutual understanding and agreement among all concerned, a Deed of Partnership was duly executed on the 1st day of April, 2019, whereby the surviving partners and the said legal heirs were admitted and recorded as partners of the reconstituted firm.

- M) Under the said Deed of Partnership, it was specifically agreed and declared that all immovable properties belonging to or held by the partners in connection with the business of the firm, including the premises comprised in Holding No. 5/1, Fakir Chand Pathak Lane, and Holding No. 5/3/A, Fakir Chand Pathak Lane, both situated within the jurisdiction of the Bally Municipality, District – Howrah, would be brought into the common hotchpot of the partnership and treated as assets of the firm for all intents and purposes.
- N) In furtherance of the aforesaid arrangement and for ensuring proper management, identification, and utilization of the partnership's immovable assets, the said two holdings, namely Holding Nos. 5/1 and 5/3/A, Fakir Chand Pathak Lane, were duly amalgamated into one composite property by execution of a Deed of Amalgamation by and between all the partners and legal heirs, thereby consolidating the said premises as a single and indivisible unit forming part of the partnership firm's capital asset.
- O) It is also pertinent to mention in this connection that though the physical measurement of the property was more but following the L.R. R.O.R. as well as record of Bally Municipality a composite holding has been created i.e. **All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 12 (Twelve) Cottahs 41 (Fortyone) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303,**
- 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza-Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza-Bally, [altogether, 06 (Six) Bigha 09 (Nine) Cottahs 41 (Forty-one)]**

Sq.ft.]corresponding to Bally Municipality Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah.

- P) It is also pertinent to mention that said Deed of Partnership dated 1st April, 2019, duly recorded and defined the respective shares, rights, and interests of each partner in the reconstituted firm as follows:
- † **Sri Raghupati Ghosh** – 37.50% share
 - † **Sri Arup Kumar Ray** – 25.00% share
 - † **Sri Dipan Kumar Ghosh** – 9.375% share
 - † **Smt. Runu Mitra** – 9.375% share
 - † **Smt. Jhunu Sen** – 9.375% share
 - † **Smt. Malati Ghosh** – 4.688% share
 - † **Smt. Srabani Saha** – 4.687% share
- Q) Since the execution of the said Deed of Partnership, the aforesaid partners have been jointly carrying on the partnership business under the reconstituted firm in accordance with the covenants and stipulations embodied therein, and the ownership, possession, and control of the said amalgamated premises have continued to vest in the partnership firm as part of its lawful and common property.
- R) In the following year, due to mutual understanding and to prevent any possible future disputes, the partners amicably decided to dissolve the firm. The **Deed of Dissolution of Partnership** was accordingly executed on **1st April, 2020** and the partners thereto thus became the joint owners in respect.
- S) Subsequently, recognizing their advancing age and the practical difficulty in managing and maintaining the ancestral properties, the erstwhile partners executed a **Registered General Power of Attorney dated 24th March, 2021**, in favour of **M/S Deep**

Realtors, empowering them to manage, control, and supervise the said properties. This Power of Attorney was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2021, Pages 179987– 180030, being Deed No. 050204847 of 2021).

- T) Following this authorization, M/s Deep Realtors applied for and duly obtained a sanctioned plan for the construction and development of the said properties. However, during this period, Sri Dipan Kumar Ghosh passed away on 02.11.2023, leaving behind his widow Smt. Pranati Ghosh as his sole legal heir and successor to his interest in the property.
- U) Thereafter, the present vendors and owners, being the rightful successors and legal representatives of the previous owners, decided to proceed with the development of the said properties. Owing to their inability to undertake the construction personally, they executed a **Development Agreement** along with a **General Power of Attorney** in favour of M/s Deep Realtors, appointing them as the Developer. This document was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2024, Pages 111982–112029, being Deed No. 050203740 of 2024).
- V) Through these successive transfers, inheritances, and authorizations, the title of the properties has remained clear, continuous, and lawfully vested, ultimately empowering M/s Deep Realtors to undertake and execute development over the said scheduled properties in accordance with the terms of the Development Agreement and the sanctioned plan.
- W) That for the purpose of obtaining necessary sanction plans from the appropriate municipal authority and for the convenient and beneficial enjoyment of the “Said Property”, *M/s. Deep Realtors*, being the duly constituted attorney of the present *Owners/Vendors*, had gifted a specific portion of land measuring 02 (Two) Cottahs, 02

(Two) Chittacks, and 41 (Forty-one) Square Feet in favour of the *Bally Municipality* by virtue of a Deed of Gift dated 11th April, 2025, which has since been duly registered before the Office of the *Additional District Sub-Registrar, Howrah*, and recorded in Book No. I, Volume No. 0502-2025, Pages 124330 to 124348, being Deed No. 050203757 of the year 2025.

- X) That as a matter of fact, though the aforesaid 02 (Two) Cottahs, 02 (Two) Chittacks, and 41 (Forty-one) Square Feet of land has been deducted from the original holding by way of the said gift in favour of *Bally Municipality*, the sanction plan has nevertheless been granted and approved in respect of the entire holding, treating the whole of the property as one composite premises for the purpose of development and construction.
- Y) Consequent upon such gift, the *erstwhile owners as mentioned heretofore* have become and remain the joint and lawful owners of **All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 09 (Nine) Cottahs 14 (Fourteen) Chittacks 00 (Zero) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, [altogether, 06 (Six) Bigha 06 (Six) Cottahs 14 (Fourteen) Chittacks] corresponding to Bally Municipality Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah, morefully described in the Schedule hereunder written and for the sake of brevity and convenience hereinafter referred to as the "Said property".**

- Z) That it is deemed appropriate to state and record herein that the **erstwhile owners**, through their duly **Constituted Attorney Holder**, *M/s Deep Realtors*, proceeded to transfer and convey a specific portion of the schedule-mentioned property to **Mrs. Sujata Banerjee** and **Mr. Sudip Bhattacharya**. The said portion comprises **ALL THAT piece and parcel of land measuring about 18 (Eighteen) Cottahs, 03 (Three) Chittaks, and 13 (Thirteen) Square Feet**, together with all easementary rights, privileges, and appurtenances attached thereto. Such transfer was effected in accordance with the terms mutually agreed upon between the parties and duly reflected in the registered instrument executed for the said purpose i.e. Deed of Sale dated 29.04.2024, since been registered before the office of the Additional District Sub-Registrar, Howrah, and incorporated in Book No. I, Volume No. 0502-2024, Pages from 152670 to 152708, being No. 050205022 for the year 2024.
- AA) That subsequent to the execution and registration of the aforesaid Deed in favour of **Mrs. Sujata Banerjee** and **Mr. Sudip Bhattacharya**, the said purchasers became the **absolute owners and lawful occupiers** of the property so conveyed, having full right, title, and interest therein. However, it later came to light that, due to an inadvertent mistake committed at the time of drafting and registration, a portion of the land was **erroneously included and wrongly conveyed** under the said Deed. That such error was purely unintentional and occurred without any mala fide intention on the part of either the Vendors or the Purchasers. Upon discovery of this mistake, both parties, in good faith and by mutual consent, have expressed their willingness to rectify the said error. Accordingly, they have agreed to execute a **Deed of Exchange** to **regularize, correct, and realign the title, ownership, and possession** of the

respective portions of land so that the records may accurately reflect the true intent and understanding of both parties at the time of the original transaction and accordingly they execute a Deed of Exchange dated

06.11.2025 with plan annexed thereto, since been registered before the Additional District Sub-Registrar, Howrah and incorporated in Book No. I, Volume No. 0502-2025, Pages from 359789 to 359820, being Deed No. 050211826 for the year 2025.

- BB) That subsequently, said M/S Deep Realtors duly submitted a plan before the Bally Municipality and a plan was sanctioned by Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated 07.11.2025 but due to severe paucity of working resources, said M/S Deep Realtors have become unable to proceed with or implement the said project within a reasonable time thereafter.
- CC) That in view of such situation, and upon mutual discussions, the parties have amicably agreed to cancel and terminate the said **Development Agreement** and to revoke the said **Development Power of Attorney** as well as **General Power of Attorney**, being Nos. 579/2025 and 580/2025 and 12304/2025, which has been duly registered before the Office of the Additional District Sub-Registrar, Howrah, thereby bringing to an end all the rights, powers, and authorities heretofore conferred upon the said M/S Deep Realtors.
- DD) That in the circumstances as aforesaid, the said erstwhile owners, being the absolute and lawful owners of the said property and having full right, title, and authority to transfer the same, **duly executed a Deed of Sale dated 17/11/2025**, conveying and assigning all their right, title, interest, and possession in respect of the said property in favor of the present Owner/Vendor for valuable

consideration and with clear intention to pass absolute ownership in favour of the present Owner/Vendor of the One Part. The said **Deed of Sale** was thereafter **presented for registration** before the Office of the Additional District Sub-Registrar at Howrah, within the District of Howrah, and was duly **admitted to registration**, being **incorporated in Book No. I, Volume No. 0502-2025, Pages from 381531 to 381583, bearing Deed No. 050212305 of the year 2025.**

- EE)** By virtue of the said registered conveyance, the present owner/vendor became seized and possessed of the said property as absolute owners thereof, having full right, title, and interest therein, free from all encumbrances and adverse claims, and have since been continuing in peaceful, uninterrupted, and lawful possession and enjoyment of the same.
- FF)** Since acquisition of title in the aforesaid manner, the Owner of the First Part has been possessing the same absolutely, incessantly, continuously, uninterruptedly, peacefully, adversely, openly, by exercising all sorts of overt acts to the knowledge and exclusion of all including creating ouster of all concerns, if there be any, and thus alternatively have acquired an indivisible right, title, interest and possession over the "SAID PROPERTY".
- GG)** The Owner of One Part herein have decided to develop the "Said Property" and complete the incomplete construction in all respect thereon together with various common service areas, amenities and facilities to be appended thereto together with the Second Part in joint venture.
- HH)** The SECOND PART is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

- II) The ONE PART herein approached the SECOND PART and made the above representations and requested the SECOND PART to take up the development of the "Said property" along with the ONE PART in joint venture on ratio basis.
- JJ) Relying on the representations of the ONE PARTY, the SECOND PART herein has agreed to jointly develop and the said property by constructing a building comprising of Flats / Units / Car Parking Space / Shop rooms /and /or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said building.
- KK) Upon due discussion and mutual understanding in the aforesaid manner, both the parties, namely the Owner and the Developer, duly executed a **Joint Venture Agreement** along with a **Power of Attorney**, which were duly registered before the office of the **A.D.S.R., Howrah**. The said Joint Venture Agreement was incorporated in **Book No. I, Volume No. 0502-2025 , Pages from 415038 to 415087**, being **Deed No. 050213237 of the year 2025**, and the said Power of Attorney was incorporated in **Book No. I, Volume No. 0502-2025, Pages 414678 to 414699**, being **Deed No. 050213240 of the year 2025**. The Developer is thus fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owners in the said Project Land on which Project is to be constructed have been completed.
- LL) It is presently envisaged that the entire Project to be developed will have residential Units i.e 6 Blocks having G+7 Tower and 1 Block for Community Hall and Amenities, as may be permitted under the law (s) and as to be permitted by the competent authority and the said Entire Building (G+7) residential will be constructed and registered under WBRERA.

- MM)** The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- NN)** All The Facilities and Amenities will be shared by and between the Allottees of the Said Complex and with the progression of development and registration under The West Bengal Real Estate Regulatory Authority (WBREERA) of the Project, the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by and between the Allottees, as part of a common integrated development. All the Common Facilities and Amenities may not be made available as soon as the initial construction are started, as some of the Facilities will be made available only upon completion of the entire Complex and further the Developer will have the right to shift the situation of a particular Facility from one place to another for convenience without curtailing the facilities committed to the Allottees.
- OO)** The Allottee/s admits and accepts that the Allottee and other Intending Allottees in the Said Building shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Project. Each Allottee will be entitled to cast a vote irrespective of his/her/its size of Unit/s.,

the Allottees who have taken possession respective Unit/s will be required to pay the Common Expenses as well as the Common Area Maintenance expenses(CAM) as morefully described in the Schedule-J below, and common services of all common amenities towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and common services divided by the area of Project for which notice of possession has been issued by the Developer in accordance with law and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession. The Association (upon formation) will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Association is formed, the Developer shall act as the Association and on the formation of the Association, the Developer shall withdraw itself from such role and hand over the responsibility to the new body. If the Allottee/s shall not take the position of his/her/its unit/s upon getting the possession notice to be issued by the Developer as per the provision of the Law, in such case the Allottee/s also shall be liable to pay the Common Area Maintenance expenses(CAM).

- PP)** With the intention of developing and exploiting the Said Property by constructing the Said Building thereon and selling the individual Unit/s, , and together with Car Parking, the Developer got a building plan sanctioned by the Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated

07.11.2025 (Sanctioned Plans, which includes all sanctioned/missible modifications made thereto, if any, from time to time).

- QQ)** The Developer may make such minor changes, additions or alterations in the Plans as may be required as per the provisions of the Act due to some practical problems or some minor planning error
- RR)** or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee , the Developer will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Developer do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.
- SS)** The Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third part, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Developer, for which the Developer shall not be liable after handing over to the Allotees.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- A.** The Developer has duly obtained the sanctioned layout plan, building plans, specifications and all necessary approvals for the Project from the competent Sanctioning / Municipal Authorities.
- B.** In the event any sanctioned plan requires modification or amendment due to change in law, statutory requirement, or at the sole discretion of the Developer, the Developer undertakes that, save and except construction of additional floors if permitted by law and in strict compliance with Section 14 of the Act and other applicable laws, the Allottee's Apartment plan shall not be materially altered and all common facilities shall ultimately remain available to the Allottee, though their location may be suitably changed.
- C.** The Developer has prepared and disclosed the proposed layout plan of the Project as registered with the WBRERA Authority and as uploaded on the official website in compliance with statutory requirements.
- D.** The Developer may reserve a demarcated portion of the Project area for future own use, termed as the "Retained Area", and shall have full liberty to utilize the same for any lawful purpose. In the event the Developer uses common facilities and amenities, it shall proportionately share the common expenses.
- E.** The Developer has appointed and/or shall appoint qualified Architects, Structural Engineers and other consultants for preparation of architectural, structural and allied drawings, whose professional supervision for execution and completion of the Project is accepted by both the Developer and the Allottee.
- F.** The Developer shall register the Project under the provisions of the Real Estate (Regulation and Development) Act and applicable rules and regulations.

G. The Allottee, having fully inspected the title documents, sanctioned plans, designs, specifications, permissions and disclosures made on the Developer's and WBRERA website, and being satisfied about the Developer's rights and title, applied for and has been allotted/ booked Apartment No. ____ of ____ BHK, situated on ____ floor, ____ side, in the building known as ".....", having the carpet area, built-up area, super built-up area and balcony area as specified in Schedule "B" and Annexure-B, together with proportionate user rights in the common areas and amenities, undivided and impartible proportionate share in the land underneath the building, and ____ (____) car parking space as described in Schedule "B" (collectively referred to as the "Said Apartment and Appurtenances").

H. Authenticated copies of the Certificate of Title issued by the Developer's Advocate have been uploaded on the WBRERA website, and the Allottee has the right to independently verify and satisfy himself/herself/itself/themselves regarding the title of the Project Land.

I. The parties confirm that they have read, understood and agreed to all the terms, conditions, rights and obligations contained in this Agreement.

J. The parties further confirm that this Agreement is executed with full knowledge of all applicable laws, rules, regulations and notifications, and that the Developer may, at its sole discretion, charge different rates for different apartments based on location, specifications and time of sale.

K. This Agreement shall remain valid and enforceable until execution of the Conveyance Deed and shall not merge into any other agreement. Nothing herein shall prejudice the rights of any financial institution or lender having lawful charge over the Project,

nor shall it adversely affect the rights of the Allottee in respect of the said Apartment.

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

1. TERMS

- 1.1. **SUBJECT TO** Terms and conditions as detailed in this agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, as specified in para T above in this agreement.
- 1.2. The price of is the Apartment, based on the carpet area Rs. _____ (Rupees _____ only) (Apartment price) (which includes cost of Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas (If Provided), together with ____ (____) car parking space being car parking no. _____, having an area of _____ Sqft. located on the ground floor or right to use of ____ (____) car parking space located on the Multi-Level Mechanical Car Parking, if allotted is Rs. (Rupees _____ only) and Height Escalation Charges / Preferential Location Charges (PLC) Rs. _____ per square feet if any (Collectively Total Price) proportionate cost of common area, taxes, maintenance charges. Breakup and description is more fully described in SCHEDULE - C hereunder written.

Description	Rate Per Square Feet Carpet Area (In INR)	Amount in INR)
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Apartment /Unit Price: a) Cost of Apartment, /unit b) Height Escalation Charges / Preferential Location Charges (PLC) Rs..... per square feet on SBU area. The PLC will be applicable from 5th Floor onwards and the charges are as follows: (i) For 5th & 6th Floor Rs..... per sqft		
(j) For 7th Floor Rs..... per sqft		

<u>Car Parking and Other Charges :</u> a) Covered Parking / Multi Level Mechanical Car Parking. b) Generator & Transformer Charges @ Rs.perSqft on SBU area		
Total		
GST		
Total Price		
Electricity Deposit	The individual Meter shall be obtained by the Owner from the competent authority i.e CESE/WBSEDCL and the developer may assist the Owner in regard to the same. Deposit on actual basis.	
LEGAL CHARGES	The Allottee shall pay to the Developer or to the Project Legal Advisor, @ _____of Total Consideration or	

	the government assessed Market Value (whichever is higher) towards legal documentation charges for the Said Apartment And Appurtenances, out 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 _____ as miscellaneous expenses for each registration. Out of the above the Allottee shall a some of _____ for nomination documentation charges as and when applicable.
Association formation Charges	Association formation Charges @ Rs. _____ for each Unit/Apartment. (i) Ground Floor _____ and (ii) First Floor _____

The Demand Notice for payment of Instalments, extras, deposits and other charges by way of Demand Letter, E-Mail or SMS, WhatsApp message shall be an accepted means of communication. The Developer will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co- Allottee and/or from

the Bank or Financial Institution from whom the Allottee has obtained Housing Loan.

Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Developer in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Developer against proper receipt issued by the Authorised person of the Developer as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

Explanation:

I. The Apartment Price includes the booking amount already paid and the price exclusive of GST, extra charges and deposits as specified in **Schedule “C”**. In addition, the Allottee shall pay applicable GST, extra charges and deposits as detailed herein and in the Booking/Allotment Letter, as and when demanded after execution of this Agreement. For convenience, Schedule “C” read with the Booking/Allotment Letter is collectively referred to as the **“Total Price”**, which includes taxes, extra charges and deposits.

II. The Total Price includes all taxes payable or paid by the Developer in connection with construction of the Project, including GST, cess or similar levies, up to handing over possession of the Apartment to the Allottee and transfer of the Project to the Association of Allottees or Competent Authority after obtaining Completion Certificate/Partial Completion Certificate. Maintenance To Be Charged Immediately On Possession Letter Or Registration Of Unit When The Same Is Done By Developer. Benefits arising from GST implementation, including Input Tax Credit, have already been factored into the Final Purchase Consideration and shall not be separately claimed or disputed by the Allottee. Any increase in taxes after expiry of the scheduled date of completion shall not be charged to the Allottee.

III. The Developer shall periodically intimate the Allottee in writing of amounts payable, which shall be paid within **fifteen (15) days** of such intimation, along with disclosure of applicable taxes, relevant Acts, Rules, Notifications and their effective dates.

IV. The Total Price, as defined in **Schedule "C"**, includes the proportionate cost of land, construction of the Apartment and Common Areas, internal and external development charges, taxes, electrical wiring and connectivity, lifts, water supply and plumbing, flooring, doors, windows, fire detection and firefighting systems, all facilities, amenities and specifications of the Project, the Allottee's pro rata share in the Common Areas, and exclusive right to use parking space(s), if provided under this Agreement.

1.3. **The Total Price is escalation-free**, except for increases payable by the Allottee on account of enhancement or imposition of development charges or any other charges levied by the competent authority from time to time. While raising any demand towards such increase, the Developer shall enclose the relevant notification, order, rule or regulation issued by the competent authority along with the demand letter, and such increase shall be applicable only to subsequent instalments. **Provided further** that any new levy or increase in development charges imposed after expiry of the scheduled date of completion of the Project, including any extension of registration granted by the Authority under the Act, **shall not be recovered from the Allottee.**

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

1.5. Advance instalments, if paid, shall be adjusted against the next due instalment and shall not carry any interest, whether paid by the Allottee or through any bank/financial institution. The Developer may, at its sole discretion, allow a rebate for preponed instalments, which once granted shall not be revised or withdrawn. The Allottee consents to minor additions,

alterations or changes arising from the Allottee's request, practical or planning requirements, parking needs, or architectural and structural necessities duly certified by an authorized Architect or Engineer, after due intimation. Further, any changes permitted by the competent authority upon the Developer's application for recorded reasons shall be binding and deemed to have the consent of the Allottees.

1.6. The Developer shall not, without the prior written consent of the Allottee and in compliance with the Act, make any addition or alteration to the sanctioned plans, layout, specifications, fixtures, fittings or amenities of the Apartment as described in **Schedule "D"**, save and except minor changes required by the Allottee or permitted under the Act. Upon completion of construction and grant of Occupancy Certificate, the Developer shall confirm the final carpet area allotted and accordingly recalculate the total price. Any reduction in carpet area shall be refunded within **forty-five (45) days** with interest at the rate prescribed under the Rules from the date of excess payment, and any increase not exceeding **five percent (5%)** of the originally allotted carpet area shall be payable by the Allottee as per the next milestone under **Schedule "C"**, with all adjustments made at the agreed rate per square foot as specified in **Clause 1.2** of this Agreement.

1.7. Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to Apartment, as mentioned below:

- i) The Allottee shall have **exclusive ownership** of the Apartment.
- ii) The Allottee shall also have an **undivided, proportionate and variable share in the Common Areas**, which being indivisible shall be used jointly with other occupants and staff without causing obstruction. The Developer shall hand over the Common Areas to the Association of Allottees after obtaining the Completion Certificate in accordance with the

Act. The Allottee shall have rights over **Exclusive Common Areas**, including Multi-Level Mechanical Car Parking, only if provided, and any allocation of specific parking spaces shall confer **only a right of exclusive use**, not ownership, co-terminus with the Apartment.

iii) The Apartment price includes the proportionate cost of land, construction of the Apartment and Common Areas, internal and external development charges, taxes, electrical wiring and connectivity, lifts, water supply and plumbing, finishing works, fire detection and fire-fighting systems, maintenance charges and all other facilities, amenities and specifications of the Apartment and the Project.

iv) The Allottee shall have the right to inspect the Project site and the Apartment, subject to prior approval of the Project Engineer and compliance with all prescribed safety measures.

1.8. It is hereby clarified that the Apartment together with ___ () ***car parking space, being Car Parking No. ___ having an area of ___sq. ft. on the ground floor, or the right to use*** ___ () car parking space in the Multi-Level Mechanical Car Parking, if allotted, shall be treated as **one single and indivisible unit** for all purposes. It is further agreed that the Project is an **independent and self-contained project** covering the land underneath the building, and all infrastructure, services, facilities and amenities of the Project shall be available for the **use and enjoyment of the Allottees**. It is expressly understood that any areas or facilities lying **outside the Project/Complex** shall **not form part of the declaration** to be filed with the Competent Authority under the **West Bengal Apartment Ownership Act, 1972**.

1.9. The Developer agrees to pay, before deemed possession of the Apartment, all outgoings collected from the Allottees, including land cost, ground rent, municipal and local taxes, water and electricity charges,

maintenance charges for **Twelve (12) months from the Notice of Possession**, and all liabilities relating to the Project payable to competent authorities, banks or financial institutions, including mortgage loans and interest thereon. In the event the Developer fails to pay any such outgoings or liabilities before transfer of the Apartment, the Developer shall remain liable, even after such transfer, to pay the same along with any penal charges and shall also bear the cost of any legal proceedings arising therefrom. **Notwithstanding the above**, all taxes and levies in respect of the allotted Apartment shall become due and payable by the Allottee from the date of the Notice of Possession.

1.10. The Allottee has paid Rs. ____ (Rupees ____only) as booking amount towards the Total Price, receipt whereof is acknowledged by the Developer, and agrees to pay the balance strictly as per the **Payment Plan in Schedule "C"**. Delay or failure in obtaining any housing loan shall not be a ground for deferment of payment. Any delay in payment by the Allottee shall attract interest at the rate prescribed under the Rules, presently **SBI Prime Lending Rate plus 2% per annum**.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of "....." payable. It is agreed and recorded that no cash payment is acceptable by the Developer from the Allottee.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1. If the Allottee is resident outside India, the Allottee shall be solely responsible for compliance with the **Foreign Exchange Management Act, 1999**, the **Reserve Bank of India Act**, and all applicable rules, regulations and amendments relating to remittance, acquisition, sale or transfer of immovable property in India, and shall furnish all required permissions and approvals to enable the Developer to perform its obligations. Any refund or transfer of security under this Agreement shall be made strictly in accordance with FEMA, RBI regulations or other applicable laws. Any failure by the Allottee to comply with such requirements shall be at the Allottee's sole risk and liability, including liability for action under FEMA or other applicable laws.
- 3.2. The Developer shall bear no responsibility for the matters referred to in **Clause 3.1**, and the Allottee shall keep the Developer fully **indemnified and harmless** in this regard. Any change in the residential status of the Allottee after execution of this Agreement shall be immediately intimated in writing by the Allottee, who shall solely comply with all applicable legal formalities. The Developer shall not be responsible to any third party making payments or remittances on behalf of the Allottee, and such third party shall acquire no right, title or interest in the Apartment; all payment receipts shall be issued **only in the name of the Allottee**.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Developer, at its sole discretion, to **adjust or appropriate** any payments made under any head against any lawful outstanding dues payable by the Allottee in respect of the Apartment, and undertakes not to object to or direct any different mode of adjustment.

5. TIME IS ESSENCE

Time shall be the essence for both the Developer and the Allottee. The Developer shall adhere to the schedule disclosed at the time of Project registration with the Authority for completing the Project, handing over the Apartment to the Allottee, and transferring the Common Areas to the Association of Allottees, upon obtaining the Occupancy Certificate or Completion Certificate of the entire Complex, as applicable, subject to formation and registration under local law.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has inspected and accepted the proposed layout, floor plan, specifications, amenities and facilities of the Apartment as approved by the competent authority. The Developer shall develop the Project strictly in accordance with such approved plans and specifications, complying with applicable bye-laws, FAR, density norms and state laws, and shall not make any variation, alteration or modification except as permitted under the Act; any breach of this obligation by the Developer shall constitute a **material breach** of this Agreement.

7. POSSESSION OF THE APARTMENT

7.1. Schedule for Possession: The Developer shall deliver possession of the Apartment to the Allottee and Common Areas to the Association by September 2030 with a six-month grace period, except for Force Majeure events beyond its control. Possession shall be given only upon obtaining the Completion/Partial Completion Certificate. If implementation becomes impossible due to Force Majeure, the allotment shall terminate, and the Developer shall refund all amounts received within 45 days after intimating the Allottee 30 days prior, with no further claim by the Allottee. Taxes, levies, cess or charges deposited with authorities

shall not be refunded, and the Allottee may claim them directly from the concerned authorities.

7.2. Procedure for Taking Possession:

- i) Upon obtaining the Occupancy/Completion/Partial Completion

Certificate, the Developer shall offer possession of the Apartment in writing to the Allottee, to be taken within two (2) months (or three (3) months for conveyance deed where local law requires). Alternatively, the Allottee shall take possession within fifteen (15) days of a written notice from the Developer. The Developer shall indemnify the Allottee for any failure in fulfilling provisions, formalities or documentation. The Allottee shall pay maintenance charges as determined by the Developer/Association.

Possession shall be offered after receipt of the certificate, and a photocopy of the certificate shall be handed over at the time of conveyance.

- ii) At the time of registration of conveyance or lease of the building or wing to the Association of Allottees, the Allottee shall pay their proportionate share of stamp duty and registration charges, including for the project land, on any document or instrument executed in favour of the Association.

7.3. Failure of Allottee to take the possession of Apartment::

Upon written intimation under Clause 7.2, the Allottee shall take possession of the Apartment by executing all required indemnities, undertakings and documentation; failure to do so within the stipulated time shall render the Allottee liable for interest on all due amounts, maintenance charges, municipal taxes, other outgoings, and Holding/Guarding charges as determined by the Developer for the period of delay.

7.4. Possession by the Allottee

After obtaining the Completion Certificate or Partial Completion Certificate and handing over physical possession of the Apartment to the Allottees, the Developer shall hand over all necessary documents and plans, including those relating to Common Areas, to the Association of Allottees upon its formation or to the Competent Authority, as applicable under local laws. **If no local law exists**, such handover shall be completed within **30 days** of obtaining the Completion Certificate of the entire Housing Complex or as per applicable local law.

7.5 Cancellation by Allottee-

The Allottee may cancel or withdraw from the Project as per the Act. If done without any fault of the Developer, the Allottee shall serve 90 days' written notice; on expiry, the allotment shall stand cancelled, and the Developer may forfeit the entire booking amount and applicable GST as cancellation charges. The balance amount paid by the Allottee shall be refunded by the Developer within 45 days of cancellation.

7.6 Compensation-

The Developer/Owner shall compensate the Allottee for any loss from defective title in accordance with the Act, with claims not barred by limitation, ceasing upon handing over possession of the Apartment and Common Areas. Except for **Force Majeure**, if the Developer fails to deliver the Apartment (i) as per this Agreement or by the specified date, (ii) due to business discontinuance or suspension/revocation of registration, or (iii) for any other reason, the Developer shall, on demand, refund the **total amount received** with interest under the Rules within **45 days** if the Allottee withdraws; if the Allottee continues, the Developer shall pay interest at the specified rate for each month of delay until possession, payable within **45 days** of becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Developer's Representations & Warranties:

- (i) The Developer has absolute, clear, and marketable title to the Project Property, requisite authority and rights to develop the Land, and actual, physical, and legal possession of the Land, ensuring title via Land Owners/Advocates.
- (ii) The Developer has lawful rights and requisite approvals from competent authorities to carry out development of the Project.
- (iii) There are no encumbrances on the Project Property or the Project.
- (iv) No litigation is pending before any Court or Authority regarding the Land, Project, or Apartment.
- (v) All approvals, licenses, and permits issued by competent authorities are valid, subsisting, and obtained following due process; the Developer shall remain compliant with all applicable laws for the Project, Property, Building, Apartment, and Common Areas.
- (vi) The Developer has the right to enter this Agreement and has not acted or omitted any act that would prejudice the Allottee's rights under this Agreement.
- (vii) The Developer has not entered into any agreement for sale, development, or other arrangement that encumbers the rights of the Allottee under this Agreement.
- (viii) The Developer confirms there is no restriction on selling the Apartment to the Allottee as contemplated in this Agreement.
- (ix) Before or at execution of the conveyance deed, the Developer shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and Common Areas to the Association or Competent Authority.

- (x) The Schedule Property is not part of any HUF, nor owned or claimed by any minor.
- (xi) The Developer has duly paid and shall continue to pay all governmental dues, rates, charges, taxes, levies, impositions, premiums, damages, penalties, and other outgoings until Completion/Partial Completion Certificate and possession; the Allottee shall become liable for rates, taxes, and charges from possession or 15th day of Notice of Possession, and **Maintenance charges** shall commence three months from Notice of Possession.
- (xii) No government, local body, or legislative notice, ordinance, order, notification, acquisition, or requisition has been received affecting the Land or Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Developer Default: Subject to Force Majeure, the Developer shall be in default if:

- (i) The Developer fails to provide **ready-to-move possession** of the Apartment to the Allottee within the stipulated time disclosed at Project registration, or fails to complete the Project in the disclosed timeframe. "Ready-to-move possession" means the Apartment is **habitable, complete in all respects** with all agreed specifications and for which **Completion/Partial Completion Certificate** has been issued by the Competent Authority.
- (ii) The Developer discontinues business as a developer due to **suspension or revocation** of registration under the Act, Rules, or Regulations.

For this clause, "**complete in all respects**" means the Unit is deemed complete upon grant of **CC/Partial CC and/or Architect's certificate**,

notwithstanding minor deficiencies due to structural defects or workmanship, which remain the responsibility of the Developer to rectify **for up to 5 years without additional charge** as provided in Clause 12.

9.2 Rights of Allottee in Developer Default: In case of Developer default under Clause 9.1, the Allottee is entitled to:

(i) **Stop further payments** to the Developer; payments resume only after the Developer completes the pending construction milestones, without any interest liability on the Allottee.

(ii) **Terminate the Agreement**, in which case the Developer must **refund the entire amount paid** by the Allottee under any head, along with **interest at the rate specified in the Rules**, within 45 days of receiving the termination notice, subject to the Allottee fulfilling all formalities as per Clause 7.

Provided that, if the Allottee does not wish to withdraw or terminate, the Developer shall **pay interest** at the rate specified in the Rules for every month of delay until possession, payable within 45 days of becoming due.

Further Provided, all amounts already collected as taxes, charges, levies, cess, assessments, and impositions and deposited with authorities shall **not be returned** by the Developer; the Allottee may approach the authorities for refund of such amounts.

9.3 Allottee Default and Security Deposit:

The Allottee shall pay, within **15 days of demand**, his/her share of the **security deposit** required by the local authority or government for water,

electricity, or other service connections to the building containing the Apartment.

The Allottee shall be in **default** on occurrence of the following:

(i) Failure to make payment for **more than 15 days** from the scheduled date as per Schedule-C, despite notice, shall attract **interest** on the unpaid amount at the specified rate.

(ii) If default in payment of installment or interest continues for **more than two consecutive months** after notice, or the Allottee refuses/fails to register the Agreement, the Developer may **cancel the allotment**, refund the amount paid **after deducting booking amount (10% of total consideration), interest liabilities, and applicable GST**; the Agreement shall **stand terminated**.

Provided that, the Developer shall **inform the Allottee at least 30 days** prior to such termination.

10 CONVEYANCE OF THE SAID APARTMENT.

Conveyance of Apartment: Upon receipt of full Apartment price (Clause 1.2), the Developer shall execute the conveyance deed drafted by its Advocate and convey the Apartment with proportionate undivided share in Common Areas within **3 months** of Occupancy/Completion/Partial Completion Certificate. In absence of local law, same applies within 3 months of Partial/Occupancy Certificate. If the Allottee fails to pay stamp duty, registration charges, or other legal/incidentals as demanded, the Developer may **withhold registration** until full payment. The Allottee is solely responsible for compliance with **Indian Stamp Act, 1989** and any penalties or deficiencies thereunder.

11. MAINTENANCE OF THE SAID BUILDING /APARTMENT, /

PROJECTMaintenance: The Developer shall provide and maintain

essential services for **3 months from Notice of Possession** or until the Association of Allottees takes over, whichever is earlier; Allottee shall pay Maintenance Charges from **Partial Completion Certificate** till handover to the Association; if Association formation is delayed without Developer's fault, Developer will maintain only essential services and Allottee shall pay actual charges fixed by Developer/facility management; once handed over, Allottee pays Maintenance Charges to the Association.

12. DEFECT LIABILITY

Defects & Liability: Developer shall rectify any **structural, workmanship, quality, service, or other defects** reported by the Allottee within **5 years** from possession, **free of charge** within 30 days; if Developer fails, Allottee may claim compensation under the Act. **Exclusions:** defects due to Allottee's acts/omissions, agents, wiring/plumbing modifications, cutting/chiseling, minor defects within **IS Code tolerance** (Schedule-D, Part II), normal wear & tear, or causes not solely attributable to Developer.

13. Right of Allottee to Use Common Areas & Facilities:

1. Condition for Use: Allottee's use of Common Areas depends on timely payment of maintenance charges and compliance with all obligations under this Agreement.
2. Permitted Use: Common Areas may be used for jogging, playing, visitor parking (wide/house roads for drop-off/temporary parking) as determined by Developer/maintenance agency/Association.
3. Excluded/Reserved Areas (Not for Common Use):
 - Roofs of overhead water tanks, lift machine rooms, parapet walls.

- Open terraces on any floors.
 - Open/covered/stilt/mechanical parking (except spaces specifically allotted).
 - Elevation/exterior of the Block.○Storage areas, gardens attached to Apartments.
 - Basements not meant for common use.○Community, daily convenience stores, beauty parlour, etc.
 - Other open/covered spaces expressly reserved (see Schedule-G).*Allottee shall not claim these as Common Areas; Developer retains all rights.*
4. Developer Rights: Developer may construct, add, or alter any part of the Project per law and use/connect all common installations, facilities, and utilities for such construction/addition/alteration.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer, maintenance agency, or Association of Allottees shall have unrestricted access to all Common Areas, garages, and parking spaces and the Allottee shall permit entry into the Apartment or any part thereof, after due notice and during normal working hours, unless urgent circumstances require otherwise, solely for providing maintenance or rectifying defects.

15. USAGE

Service areas within the Project, including electric sub-station, transformer, DG set area, underground tanks, pump and maintenance rooms, fire-fighting equipment, and other permitted uses as per sanctioned plans, shall be reserved for the Association of Allottees for maintenance and services,

and the Allottee shall not use them except for specifically allotted parking or sanctioned purposes.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT, :

16.1 The Allottee shall maintain the Apartment at own cost, keeping walls, fixtures, drains, and appurtenances in good repair and not altering exterior, elevation, or structure.

16.2 The Allottee shall not place signboards, advertisements, neon lights, change color scheme, modify doors/windows, or store hazardous materials in Apartment or common areas.

16.3 The Developer retains exclusive right to place hoardings or neon signs in stairhead rooms, lift machine rooms, common areas, or exterior walls.

16.4 The Allottee shall follow electrical load plans as installed; liable for damages from breach. Periodic electrical inspections by Chartered Engineer/maintenance authority every 2 years post-possession are mandatory.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee shall comply with all applicable laws, rules, regulations, and authority/association requirements at own cost after possession; nothing herein grants or assigns any legal right in the Building, Project, or Common Areas.

18. ADDITIONAL CONSTRUCTIONS

The Developer shall not make any additions or alter the approved building, layout, or specifications, except as permitted under the Act or agreed vertical floor increase.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After executing this Agreement, the Developer shall not mortgage or charge the Apartment; any such action shall not affect the Allottee's rights or interest.

20. WEST BENGAL APARTMENT OWNERSHIP ACT

The Developer assures that the Project complies with the West Bengal Apartment Ownership Act, 1972, and all applicable laws and regulations.

21. BINDING EFFECT

The Agreement forwarded by the Developer is not binding until the Allottee signs it with all schedules, pays amounts due as per the Payment Plan within 30 days, and appears for registration before the Sub-Registrar. Failure to comply within 30 days, even after notice, will result in cancellation of the allotment, with all amounts (including booking) refunded without interest or compensation.

22. ENTIRE AGREEMENT

This Agreement, with its schedules, is the complete and final understanding between the Parties regarding the Apartment/Building, superseding all prior agreements, allotment letters, communications, or arrangements, whether written, oral, or implied.

23. RIGHT TO AMEND

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

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

It is agreed that all terms and obligations of this Agreement apply equally to any future Allottee in case of a transfer, as these obligations run with the Apartment.

25. WAIVER NOT A LIMITATION TO ENFORCE:-

24.1 The Developer may, at its discretion, waive any Allottee's payment breach or delayed interest, but such waiver for one Allottee does not set a precedent for others.

24.2 Failure of the Developer to enforce any provision at any time shall not be deemed a waiver of its right to enforce it later.

26. SEVERABILITY

If any provision of this Agreement is found void or unenforceable under the Act, Rules, or other applicable laws, it shall be amended or deleted to comply with the law, while all other provisions remain valid and enforceable.

27. PROPORTIONATE SHARE CALCULATION:

All payments shared with other Allottees shall be in proportion to the carpet/built-up area of the Apartment relative to the total carpet/built-up area of all Apartments in the Project.

28. FURTHER ASSURANCES:

Both Parties shall execute and deliver any additional instruments or actions reasonably required to effectuate or perfect rights, obligations, or transactions under this Agreement.

29. PLACE OF EXECUTION:

The Agreement is deemed executed in Kolkata upon signing by the Developer at its office (or any mutually agreed place) and registration with the relevant Sub-Registrar.

30. NOTICES:

All notices to the Allottee/Developer shall be valid if sent via Registered Post/Certificate of Posting/standard mail/courier to the addresses specified. Parties must notify each other of any address changes in writing. All correspondence must mention Unit/Apartment No. and customer name; otherwise, it shall be null and void.

31. JOINT ALLOTTEES:

For joint Allottees, all notices shall be sent to the first-named Allottee at the address provided, which will be deemed as properly served on all Allottees.

32. GOVERNING LAW:

Rights and obligations under this Agreement shall be governed and enforced according to the laws of India in force.

33. Dispute Resolution:

Disputes arising under this Agreement, including interpretation, validity, or rights relating to common areas, shall first be attempted to settle amicably. Failing that, disputes shall be resolved by the adjudicating officer appointed under the Act. Additional contractual terms must not contradict this Agreement or the Act.

34. DISCLAIMER:

All terms here are per contractual understanding and do not derogate from or conflict with the Agreement, the Act, or applicable Rules and Regulations.

35. SAVINGS:

Any prior document (Expression of Interest, Booking Letter, etc.) does not limit Allottee rights under this Agreement or the Act. All prior understandings, except the Booking/Allotment letter, are cancelled.

a. DEFINITIONS

1. **Act** – Real Estate (Regulation and Development) Act, 2016.
2. **Allottee/Buyer/Purchaser/Owner** – Person to whom an Apartment is allotted, sold, or transferred, including subsequent transferees, excluding tenants. Includes:
 - a) Individuals – their heirs, executors, successors, legal representatives, and permitted assigns.
 - b) HUF – members and their heirs, executors, successors, legal representatives, and permitted assigns.
 - c) Company – successors-in-interest and permitted assigns.
 - d) Partnership – partners and their heirs, executors, successors, legal representatives, and permitted assigns.
 - e) Trust – Trustees and successors-in-office, permitted assigns.
 - f) Sole Proprietorship – proprietor and heirs, executors, successors, legal representatives, and permitted assigns.
3. **Apartment** – Separate, self-contained unit in the Building of the Project, for residential, including rooms or enclosed spaces on one or more floors.
4. **Association** – Association of all Allottees (including Developer for unsold units) formed under West Bengal Apartment Ownership Act, 1972 for Common Purposes, governed by rules framed by Promoter.

5. **Building** – G+7 buildings on Project Property, including any open/covered areas or structures constructed by Promoter on Project Land.
6. **Built-Up/Covered Area** – Floor area including balconies, terraces, walls, columns, and pillars; shared walls/columns counted as half each.
7. **Carpet Area** – Net usable floor area excluding external walls, service shafts, exclusive balconies/open terraces, including internal partition walls (as per Act).
8. **Common Expenses and Charges** – Expenses for maintenance, management, upkeep of Building, Project Common Areas, Amenities, and Property, payable proportionately by Allottees.
9. **Common Purposes** – Managing/maintaining Project, Buildings,
Common Areas, Common Amenities, services,
collection/disbursement of Common Expenses, and mutual
rights/obligations of Allottees.
10. **Car Parking Spaces** – Sanctioned parking spaces, excluding open spaces reserved for visitor parking.
11. **Project Common Areas/Portions** – Passages, pathways, entrances, gates, gardens, parks, sewerage, water/electric lines, ducts, reservoirs, electrical installations, drainage, amenities built for use/enjoyment by all Allottees.
Exclusive Common Areas/Portions – Common areas for multi-level mechanical car parking as sanctioned.
12. **Proportionate** – Ratio of Apartment's Carpet Area to total Carpet Area of all Apartments.

13. **Proportionate Undivided Share** – Variable undivided indivisible share in Project Land and Common Areas attributable to Apartment.
14. **Regulations** – Rules framed by WBRERA under RERA, 2016.
15. **Rules** – West Bengal RERA Rules, 2021 under RERA, 2016.
16. **Said Apartment and Appurtenance** – Apartment in ScheduleB with rights to proportionate undivided share in Common Areas, Common Amenities, Facilities, and Car Parking Space.

TT) **Sanctioned Plans** – Plans sanctioned by Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated 07.11.2025 including revisions, modifications, amendments, extensions, or plans sanctioned by other competent authorities.

17. **Masculine** – Includes Feminine and Neuter genders.
18. **Singular** – Includes Plural and vice versa.
19. **Party/Parties** – Party refers to Promoter, Land Owners, or Allottee; Parties collectively refer to all three. Gender references include all genders.

B. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

1. Execution/delivery of this Agreement and performance of obligations shall not conflict with other contracts, organizational documents, or require third-party consent.
2. No actions, suits, or proceedings exist, pending, threatened that affect the validity/enforceability of this Agreement or ability to perform obligations.

3. The Allottee enters into the Agreement voluntarily, without coercion, after reviewing and understanding the draft; obligations are valid, legal, and binding.
4. Entry and exercise of rights under this Agreement are private acts.
5. Allottee has sufficient financial resources to meet obligations; proceeds of crime as defined under PMLA, 2002 are not/shall not be used.
6. Allottee shall observe and perform covenants; landscaped areas maintained; flowers/trees not plucked/destroyed.
7. Allottee liable for liquidated damages for damages caused by breach; developer's determination of damages is genuine pre-estimate; purchaser waives objection rights.
8. Allottee shall not claim cancellation/refund based on information/disclosure not part of the Agreement, including publicity/advertisement.
9. Developer not responsible for attachments/proceedings by authorities due to non-payment of taxes/outgoings by Allottee.
10. Allottee accepts architect's certification of covered space, common architecture, furniture & toilet layout.
11. Allottee satisfied with flat, toilet, kitchen layout; no complaints regarding design.
12. Drainage and other consultant-prepared plans acceptable; no objections to be raised.
13. Allottee acknowledges rules, regulations, restrictions of Complex and Common Purposes; acquires Unit subject to these.

14. Allottee aware of TDS applicability under Section 194-IA IT Act; shall deduct applicable TDS and submit certificate within prescribed timelines.
15. If Allottee obtains loan/financial assistance, Developer shall follow bank instructions; Developer retains lien until all payments made; Allottee waives objections; Developer not liable for loan matters.
16. Allottee shall not sell/transfer/let Unit without prior written consent of Developer/Bank while loan/outstanding exists; responsible to inform Association of lien.
17. Any unpaid taxes/charges/etc. are subordinate to Developer's first charge; Developer has first lien including interest.
18. Allottee indemnifies Developer against all claims, costs, losses arising from bank/financial institution actions or loan breaches. Allottee consents irrevocably to Developer's appropriation of payments in order:
 - a) Cheque dishonor charges Rs. 2,000 each.
 - b) Interest due.
 - c) Enforcement/administrative/legal costs.
 - d) Outstanding dues/consideration.
19. In addition to interest, delayed payment costs recoverable (specified % of delayed payment, minimum Rs. _____).
20. If Project cannot be completed on time, Developer may return money with interest (PLR + 2% p.a.); Completion Certificate (CC) or CC+OC applies; where unavailable, Architect's CC deemed completion.

21. Allottee shall pay timely installments per Payment Plan, aligned with stage-wise construction completion.
22. Dishonor of any payment instrument treated as default; Allottee to tender Demand Draft including interest and Rs. 2,000 dishonor charges within 7 days, else allotment may be cancelled; Developer not obliged to return dishonored cheques.
23. Payment by third party does not confer any rights; receipts issued only in Allottee's name.

DEVELOPER DECLARATIONS

1.FAR/FSI Usage:

- Developer declares available Floor Space Index (FSI) on Project Land.
- Plans to utilize additional FSI via premium/incentive schemes under Development Control Regulations.

- Allottee purchases Unit based on proposed construction using declared FSI; unutilized FAR from earlier phases may be used in current/later phases.

2. Adherence to Plans & Norms:

- Developer shall strictly follow plans approved by Competent Authorities.
- Must comply with bye-laws, FAR, density norms, and Act provisions.○No major alterations/variations allowed in this phase except floor rise before possession within scheduled delivery.

3. Warranty/Guarantee:

- Developer has agreements with contractors/suppliers for 5-year defect warranty.○Allottee may directly approach them; contact details provided at possession; Facility Management/Association can coordinate.
- Developer intervenes only if other remedies fail.

4. Approvals Obtained:

- **Fire NOC No. 21186 2506 30001 33087 from DG, West Bengal Fire & Emergency Services (No. & date).**
- Environmental Clearance not applicable.○Remaining approvals to be obtained for Completion/Partial Completion Certificates.

5. Plan Amendments:

- Developer may amend plans/layout as required or directed by Authorities.○May transfer construction permissible between

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properties before conveyance to Association.○Allottee consent given, provided Unit location, floor height, and carpet area are not materially affected; separate consent needed if these change.

6. Project Account:

○Separate.....Bank account (.....branch) opened for the Project.

7. Additional Construction & FAR:

○Developer/Owner entitled to further construction using extra/unused FAR (green building/metro/other provisions).○Additional construction allowed only if phase layout not materially affected; vertical adjustments permitted; horizontal layout changes allowed in other phases/projects.

8. Connection to Common Areas:

○Additional construction shall connect to all common areas, staircases, lifts, entrances, sewerage, drains, and other amenities.

9. No Compensation Claim:

○Allottee agrees not to claim reduction in consideration or compensation for proportionate reduction in undivided share/user rights in common areas due to changes.

10. Layout Plans:

Authenticated Layout Plan annexed as Annex-A; Unit-specific Layout Plan as Annex-B.○Developer and Allottee to abide by

- Sanctioning Authorities' approval, bye-laws, FAR, and density norms.

RIGHTS AND RESPONSIBILITIES OF THE ALLOTTEE

1. Rights Restriction:

- Allottee rights limited to the allotted Apartment and appurtenant properties only.
- No claim or interest over other Apartments, Project land, Complex areas, or facilities beyond the Unit.

2. Association/Common Areas:

- Allottee rights limited to Unit; Association rights limited to Common Areas.
- Access/use of other Project facilities granted at Developer's discretion for common use.

3. Payment of Taxes/Outgoings:

- Allottee bears all municipal taxes, rates, levies, deposits, assessments, interest, and other outgoings from Possession Date.
- Proportionate share of Common Area and Township Facilities expenses payable to
Developer/Association/Property Management.
- Bills issued are conclusive proof of liability.

4. Cooperation & Maintenance:

- Allottee shall cooperate with other Co-Buyers, Developer, and Association in managing and maintaining Unit, Building, Project, and Township.
- Must follow directions issued in the best interest of the Project.

5. Damage to Property:

- Allottee liable for damages to common fixtures, utilities, or equipment caused by Allottee, family, guests, or occupants.

- Compensation payable to Developer/Association.
- 6. **Utilities:**
 - Allottee shall not misuse water supply or permit misuse in the Apartment.
- 7. **Construction Timeline & Completion:**
 - Tentative construction schedule provided; delays or early completion possible.
 - Project completion guaranteed by the 'Completion Date' (Clause 7.1(i)).
- 8. **Possession for Fit-Out:**
 - Fit-Out allowed only after Completion Certificate (or applications submitted), full payment including Extras, Deposits, Stamp Duty, Registration charges.
 - Use of Unit prohibited until Occupancy/Completion Certificate received and Deed of Conveyance executed.
 - Fit-Out rules as per Schedule-L must be followed.
- 9. **Deemed Possession:**
 - Allottee deemed to have taken possession on 15th day from possession notice if physical possession not taken.
 - From Deemed Possession Date:
 - + Apartment at Allottee's sole risk/cost.
 - + Pay Security Deposits for utilities within 15 days.
 - + Maintenance charges (including GST) payable from 3 months of Deemed Possession.
 - + Interest applicable on defaults (Prime + 2% p.a.).
 - + Default >2 months triggers restrictions: garbage, power backup, lift, facilities, Leave & License/Tenancy, Committee membership, servant entry.

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- Arrears > Rs. 50,000/-: Developer/Association may sell Apartment to recover dues.
- 10. Taxes, Deposits & Outgoings:**
 - All taxes and levies for Common Areas payable proportionately.
 - Taxes for Apartment borne solely by Allottee from Deemed Possession.
 - Incidental Charges, Extras, and Deposits are fixed and nonnegotiable.
- 11. Maintenance & Guarding:**
 - Interest on defaults and guarding charges payable from Deemed Possession.
 - Defect liability period counted from Deemed Possession.
 - All other Project maintenance expenses payable by Allottee.
- 12. Common Amenities Possession:**
 - Common amenities (landscape, etc.) delivered progressively after building/Project completion.
 - Non-completion of amenities does not delay Apartment possession.
 - Interference by Allottee in completion makes Allottee liable for Developer losses.
- 13. Mandatory Physical Possession:**
 - Allottee must take possession within 15 days of possession notice.
 - Failure results in payment of guarding charges and proportionate outgoings.
 - Maintenance, taxes, and other dues start from possession notice regardless of physical occupation.
- 14. Termination/Forfeiture:**

- Upon Completion/Partial CC, Allottee cannot terminate Agreement.
- Failure to take possession within stipulated period allows Developer to:
 - ✦ Cancel allotment.
 - ✦ Forfeit 10% of consideration, interest on installment defaults, taxes, administrative charges, Stamp Duty, Registration charges, and subvention costs (if opted).

Termination of Agreement by Developer

The Developer may terminate the Agreement under the following circumstances:

(a) Non-payment:

- If Allottee defaults on any obligations, including payments as per the Payment Schedule.
- Developer may issue a Notice of Termination.

(b) Attempt to Defame:

- If Allottee acts, omits, or communicates in a manner that prejudices or defames the Project/Developer, the Developer may terminate by issuing a Notice.

(c) Effect of Termination/Cancellation:

- Agreement stands automatically cancelled upon refund to Allottee after deducting dues (maintenance, taxes, brokerage, etc.).
- Allottee loses all rights, title, or interest in the Unit or Project land.

(d) Deed of Cancellation:

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- All parties must execute and register the Deed of Cancellation at the Allottee's cost.
Failure to execute within 30 days: Allottee liable to pay 10% of total price as damages; Developer may withhold refund.
Allottee agrees to execute other documents (powers of attorney, etc.) if required.

(e) Personal Nature of Allotment:

- Allottee cannot transfer, lease, or alienate Apartment without Developer's written consent.
- Post full payment and registered conveyance: Allottee may deal with Apartment freely.
- All obligations continue to bind any subsequent Allottee.

2. Nomination (Pre-conveyance Transfer)

- Allottee may nominate another person as transferee after notifying Developer, disclosing transferee details, and paying Rs 200/- per sqft carpet area of Nomination Price + Rs. 15,000 legal charges.
- Lock-in Period: First 12 months from booking, nomination not allowed.
- Transferee must register Agreement for Sale/Nomination Agreement.
- **Post-registration, nomination allowed simultaneously with Cancellation/Nomination Agreement; Allottee bears all related expenses**
- Property tax payable by Transferee from date of CC/Partial CC; Maintenance charges payable by Transferor till nomination date, thereafter by Transferee.

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- - No dues certificate required before assignment, transfer, lease, or sale.
- 3. Additions or Replacements**
- Any replacement or upgradation of plant/machinery (DG sets, pumps, firefighting, etc.) is shared pro-rata by all Apartment owners.
 - After handover to Association, Association decides necessity, timing, and cost; Allottee agrees to abide.

4. Taxes and Maintenance Obligations(A)

Municipal Taxes & Lease Rent:

Payable immediately on possession/deemed possession.

(B) Maintenance Charges:

From 12 months after possession notice, Allottee liable for proportionate share.

(C) Property Tax:

- If Units not separately assessed, estimated tax payable within 7 days of demand.
- Any shortfall must be paid within 7 days of intimation, failing which interest & penalties apply.
- Surplus collections handed over to Association upon handover of common areas.
- Refund if demand raised directly in Allottee's name within 15 days of notice.
- Developer pays taxes for unsold Units until sold.
- Default in maintenance charges: interest at SBI Prime + 2% p.a.

5. Consequences of Default

- Developer/Association may restrict Allottee from:
 1. Services discontinuation
 2. Garbage collection

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- - 3. Power backup
 - 4. Electro-mechanical services (Electrician, Plumber, Intercom)
 - 5. Leave & License/Tenancy of Flat
 - 6. Community Hall booking
 - 7. Committee membership
 - 8. Servant entry
 - 9. Lift and common facility usage
- Services restored only after clearing dues with interest.
- Rents from let-out Apartment accrue to Developer/Association until dues cleared.
- **6. Restrictions on Sale/Transfer/Assignment**
- No sale, transfer, lease, encumbrance, or creation of third-party interest until all dues cleared.

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Unauthorized transfer deemed illegal and void.

- Developer/Association holds first charge/lien over sale proceeds for recovery of arrears + interest.
- Entry to new Unit withheld if arrears exist; transfer restricted during arrears.

Developer's Rights

1. Parking Rights

- Developer may grant rights to multi-level mechanical car parking spaces at identified or unidentified locations to any person.
- Developer may grant exclusive rights to use any open, covered, stilt, or mechanical parking space to any individual.

2. Construction and Vertical Expansion

- Developer can raise additional storeys or construct vertically on existing buildings as per sanctioned plans.
- Additional construction may include roof-top amenities like swimming pools, gardens, cooling plants, V-SAT/Dish antennas, projections, signboards, advertisements, etc.
- Developer may connect and replace all common installations, facilities, and utilities for such construction.

3. Open Space Development

- Developer can utilize or develop open spaces around buildings or the project land at their discretion.
- Proportionate share of Allottees in land/common areas may vary accordingly, and Allottees are deemed to consent to such changes.

4. Facility Establishment

- Developer can grant facilities or rights to one or more occupants of the building.

- Developer may allow exclusive use of open spaces for parking or other purposes.

5. Complex Development

Developer may develop, transfer, or alienate any other portions of the complex, including other towers, residential complexes, or project segments, according to law.

6. Utilities and Access Rights

- Developer has uninterrupted access for laying gas, water, electric, telephone wires, conduits, pipes, and drains through, under, or over the Project or buildings.**Allottee's Obligations**
- Allottees must observe Rules, Regulations, and Restrictions framed by the Association, which are deemed covenants running with the land/Unit.
- Schedule-H lists these rules; they may be amended by Developer/Association at any time without notice.
- **Non-compliance may lead to:**
 - Recovery of damages
 - Legal action or other reliefs by Developer/Association or aggrieved Apartment Owner.
- Allottee shall indemnify the Developer against any claims, costs, proceedings, or demands arising from breach, non-performance, or non-observance of these obligations.

Project Name and Branding

- The project is named: “**REVANSH SWAPNANEER**” (or as decided solely by the Developer).
- The Developer has the exclusive right to change the project name at any time.

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- The Developer may affix its name board at suitable locations on the building(s) and entrances.
- **Allottee(s) have no right to:**
 - Change the project name
 - Remove or alter the Developer's name board
- **This condition is an essential part of the agreement.**

Security and Safety

- Internal security of the Apartment is the sole responsibility of the Allottee(s).
- Allottees must strictly follow the Safety Rules and Maintenance Rules outlined in Schedule-I, which may be amended from time to time.

Financing / Mortgage

- The Allottee authorizes the Developer to raise loans/finance from any institution, company, or bank using the Apartment, Project, Building, land, or receivables as security.
- Condition: The Apartment must be free from all encumbrances at the time of execution of the Sale Deed in favor of the Allottee(s).

THE SCHEDULE -A (PART -I)

ABOVE REFERRED TO SAID PROJECT PROPERTY

All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 09 (Nine) Cottahs 14 (Fourteen) Chittacks 00 (Zero) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P),36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about

01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza-Bally,
[altogether, 06 (Six) Bigha 06 (Six) Cottahs 14 (Fourteen) Chittacks]corresponding to Bally Municipality Holding No. 5/1,

**Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within
P.S. Bally, in the District of Howrah**

THE SCHEDULE -

A

(PART -III)

ABOVE REFERRED TO

Said Project

A residential building of (G+7) storied to be constructed in the Said Project Property (Said Building) and the building namely "REVANSH SWAPNANEER" comprised in the Said Project Property.

THE SCHEDULE -B

ABOVE REFERRED TO

(SAID APARTMENT/UNIT AND APPURTENANCES)

Subject matter of this Agreement for Sale

- (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 and Super builtup area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less in the Said G + X building "Avishikta Heights" comprised in Said Project Property. The layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "B"; (b) The

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said Parking Space____(____) car parking spacebeing car parking no._____, having an area of_____Sqft. located onthe ground floor or right to use of_____(____) car parking space locatedon the Multi-Level Mechanical Car Parking. (c) The Share In Common

Areas, being pro rata share in the Common Areas of the projectdescribed in Schedule E below, as be attributable and appurtenant tothe said Apartment, subject to the terms and conditions of thisAgreement; 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;

**THE SCHEDULE-C ABOVE REFERRED
TO(TOTAL PRICE AND PAYMENT
PLAN)**

Payment schedule : The allottee agrees to the following payment schedules and will abide by the same as and when the demand for payment is raised :

On booking : Rs 5,00,000/- plus gst.
On Agreement of sale : 10% of the total value of the unit.
On casting of 1st floor of the Block : 10% of total value of the unit.
on casting of 3rd floor of the block : 10% of total value of unit.
On casting of 5th floor of the block : 10% of total value of unit.
On casting of the 7th floor of Block : 10% of total; value of the unit.
On Brick work completion of Floor of unit : 10% of Total value of the unit.
On Completion of Flooring of the unit : 10% of the total value of the said unit.
On completion of the Unit in all respect : 10% of the total value of unit.
On possession : Balance amount payable including all charges.

THE SCHEDULE- D
(PART-I) ABOVE REFERRED TO
(SPECIFICATIONS)

-) A. STRUCTURE – RCC frame structure.
- B. OUTDOOR FINISH -5 Years washable weather coat paint.
- C. WALL & CEILING - Putty finish.
- D. FLOORING – Vitrified tiles
- E. DOORS - flush doors
- F. DOOR FRAME - Sal Wood / Hardwood.
- G. WINDOW – Aluminium/U-PVC sliding windows
- H. SANITARY WARES- Jaquar/ Hindware/ ESSCO/ or Reputed brand
- I. SANITARY FITTINGS- Jaquar/ Hindware/ ESSCO or Reputed brand
- J. ELECTRICAL FITTING - Concealed wiring with provisions of modular switches (Polycab / RR cable / Anchor/ Havells/ Kolors or reputed brands).
- K. KITCHEN COUNTER- GRANITE TOP WITH 2FT WALL TILES FROM COUNTER ONLY
- L. KITCHEN FITTING - stainless steel sink, provision of water filter point. Provision of Chimney and Exhaust Point.
- M. PROVISION FOR AC'S – In all bedroom and living area.
- N. PROVISION FOR HOT AND COLD LINE – In shower area only
- O. GEASER POINT IN THE BATHROOM
- P. ROOFTOP TREATMENT- waterproofing
- Q. SOURCE OF WATER IN THE PROJECT – HMC water
- R. LIFTS – 1 EACH IN ALL BUILDINGS.
- S. FIRE FIGHTING ARRANGEMENT IN THE PROJECT- as per fire Department Norms.

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PART-II
TOLERANCE LEVEL
IF SUGGEST THEN WILL BE ADDED IN THE PORTION

THE SCHEDULE – E
ABOVE REFERRED TO
(THE COMMON PARTS , PORTIONS AND AMENITIES)
common areas shared by all occupants:

- Lighting of common areas, pumps, and utilities Water supply (HMC water), pumps, underground reservoirs, distribution pipes
- Water sewerage and drainage connections from units to municipal sewers
- Drains and sewers from the premises to the municipal duct

1. Access & Security:

- Roads, passages, easement rights Boundary walls and main gates Round-the-clock security arrangements including CCTV / Security Guard Rooms
- Main entrance gate

2. Buildings & Facilities: Lobbies on each floor, staircases from ground to terrace/roof Elevators, lift installations, accessories, and rooms Overhead water tank Firefighting equipment and protection systems Management/Maintenance office

Any other services/facilities required to be shared by all segments

2. Exclusive Common Area

3. Areas Common to Each Apartment

1. Lobbies on each floor and staircases from ground to terrace/roof

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2. Elevators, their installations, and rooms
3. Earmarked rooftop area of each tower for common use
4. Overhead water tank
5. Lift accessories and installations
6. Electric rooms

Note: The Developer reserves the **right to alter** this scheme or any of the items at its sole discretion.

**THE SCHEDULE – F ABOVE REFERRED TO (LIMITED COMMON
AREAS AND FACILITIES)
(If available in the Complex)**

1. Open, and covered Car Parking areas
(Dependent/Independent);
 2. Exclusive right of use of Garden space attached to an
Apartment, ;
 3. Demarcated area of terrace/roof appurtenant to a particular
Apartment, ;
 4. The Roof of the overhead water tank and Lift Machine Room, the
Parapet Walls;
 5. Open Terrace of any Floors of the Building (if any);
 6. Storage areas (if any);
 7. Any community / other facility which is not meant for common
use;
- Such other open or covered spaces which is hereinafter expressed
or intended not to be common portion and the rights thereto.

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**THE SCHEDULE-G ABOVE REFERRED TO
(RESERVED RIGHTS)**

Developer's Easements and Reserved Rights Passage and Services

Right to free and uninterrupted passage throughout the complex for services/supplies.

Can grant similar rights to Allottees or users of units. Services may run through conduits, trenches, or structures in, on, over, or under the building/land.

1. **Additional Easements** ○ Right to establish additional easements, reservations, exceptions, and exclusions at Developer's discretion.
2. **Ingress and Egress** ○ Easement for pedestrian and vehicular access over streets, paths, stairways, lanes, and common areas. ○ This easement does not grant right to park on areas not designated as parking.
3. **Service Provider Rights** ○ Can gift/transfer small portions of land to Service Providers for setting up utilities like electricity, water, gas, cable, internet, telephone, etc.
4. **Sales/Marketing Rights** ○ Maintain business/sales offices in the project until all units are sold.
 - Right to place marketing signs in common areas. ○ Developer may retain floors/areas for its own use.
5. **Construction & Maintenance** ○ Construct and maintain pipes, sewers, drains, ducts, conduits, wires, cables, and other media for services. ○ Can erect scaffolding for repair, cleaning, or painting, even if it temporarily restricts access to units. ○ Alter beams and columns in common portions for concealed wiring, piping, or repairs.

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6. **Access to Units** ○Developer/Association can enter units at reasonable times for installation/repair of common services.○No notice required in emergencies; Allottee must give immediate access.
7. **Support and Alterations** ○Right to support, shelter, and protection from other portions of the building.○Can build, alter, or deal with the building, even if it affects light, air, or causes noise, dust, vibration, or inconvenience, provided the unit remains usable.
8. **Development Rights** ○Alter, raise height, rebuild, or erect new buildings as per sanctioned plans.
 - Construct additional floors and develop adjacent properties.Utilize easements over, across, and under common elements for utilities, security, walkways, roadways, sewers, and cable connections without materially impairing apartment use.
9. **Access Control & Safety** ○Refuse access to any person deemed prejudicial to safety, character, reputation, or interest of the complex.
10. **Utility Rights**
 - Free access to lay gas, water, electric, telephone pipes/wires, conduits, and drains over/under premises.
11. **Retention of Unsold Units** ○All unsold units, spaces, and parking remain property of Developer until sold or allotted.
 - Developer may sell, lease, dispose of, or otherwise deal with unsold units independently.○Allottee(s) or Association cannot claim reduction in price or damages due to inconvenience/nuisance.

- 12. Transfer & Assignment Rights** ○Right to assign or transfer, by lease, mortgage, sale, or otherwise, its rights and obligations for the project/units.
- 13. Project Financing / Security Creation** ○Right to create security on project land/buildings for loans or financial assistance.○Developer may execute mortgage deeds, loan agreements, or other documents for project finance.
○Developer has obtained finance from
Bank dated ○NOC will be provided to prospective buyers before entering agreements.

**THE SCHEDULE- H ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)**

Allottee's Obligations and Covenants (From Date of Possession)

1. Cooperation and Management

- Cooperate with other unit owners and the Developer in maintenance and management of the building/project.
- Observe all rules framed by the Developer or Association (including possession and permissible changes policy).
- Deposit amounts for rates, taxes, and common charges as required by the Maintenance Body/Association.

2. Use of Apartment/Unit

- Use the unit **only for residential purposes** unless written consent is obtained from Developer/Association.
- Not to sub-divide or alter the unit's layout, including kitchen and toilet positions.
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- Not to use the unit for illegal, immoral or nuisancecausing activities.

3. Access and Maintenance

- Allow Developer/authorized personnel to enter the unit for maintenance or repairs (24-hour notice, except emergencies).
- Maintain structural stability and not bring hazardous, heavy, or combustible goods.
- Responsible for interior maintenance, pest control, and any damage caused to the unit or common areas.
- Regular upkeep of lobbies, gardens, and common areas; refurnishing/major overhaul every 5 years.
- No drilling or modifications affecting concealed pipes, wiring, or structural walls without approval.

4. Common Areas, Amenities, and Facilities

- Respect and maintain common areas, entrances, staircases, lifts, corridors, car parking, landscaped areas, and other amenities.
- No blocking, littering, misuse, or unauthorized constructions in common areas.
- Observe rules for Community Hall usage (max 60 persons, no weddings, limited festivals, no loudspeakers beyond confined areas).
- No installation of antennas, external wiring, generators, or equipment affecting common areas without approval.
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- Car parking spaces: use only allocated spaces; no subletting, or encroachments; visitor parking as per Developer/Association rules.
- Garbage disposal: use designated dustbins or handover to housekeeping staff; keep lobbies, corridors, and common areas clean.

5. Safety, Security, and Conduct

- Follow all safety rules: fire exits, elevators, lifts, common passages, terraces, balconies.
- Prevent noise, vibration, or disturbances affecting other residents.
- Domestic help/contractors: follow rules, obtain permissions, and maintain decorum.
- No political, public, or large gatherings inside the complex unless authorized.
- Ensure pets, children, and visitors do not interfere with common area usage.
- Any act of nuisance or damage to common areas will incur fines or compensation.

6. Construction and Alteration Restrictions

- No alteration of external elevation, terraces, balconies, verandahs, window grills, color scheme, or exposed walls without approval.
- Fit-out works must comply with Developer/Association rules; schedule work to avoid disturbance (10 AM – 6 PM, not during exams).
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- No temporary or permanent structures in landscaped areas, open terraces, or common areas.
- AC installation must follow designated provisions for outdoor units and piping.

7. Utilities and Services

- Not to overload electricity, water, or other common services.
- Not to discharge oil, grease, or harmful substances into drains or common utility systems.
- Developer/Association not liable for temporary service disruptions; Allottee must cooperate.

8. Compliance and Enforcement

- Comply with municipal, local, environmental, and labor laws applicable to the unit.
- House rules, fit-out rules, and maintenance guidelines can be amended by Developer/Association at any time.
- Acts or omissions of servants, agents, contractors, or invitees are deemed acts of the Allottee.
- Breach of any covenant may result in damages, penalties, or police/legal action.

9. Acknowledgment and Acceptance

- Covenants are **perpetual and binding on Allottee and successors.**

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- Allottee agrees not to interfere with Developer's rights to sell, lease, or transfer unsold units and parking spaces.
- Allottee accepts these covenants as **necessary and reasonable** for protection of all co-occupants' rights and interests.
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3. Community Hall (if provided by the Developer):

- Maximum capacity will be 60 to 70 people gathering at a time.
- Decorative items should not be stuck on painted walls.
- The member renting the Hall shall be responsible to arrange cleaning.
- Cooking Food should be avoided inside the Community Hall
- Music should be within set decibel limits and as per law.

4. MUNICIPAL WATER and WATER TANKS :

- Ensure that taps are securely closed.
- Replace the leaky faucets to save water wastage;
- It is recommended to clean pipes at regular intervals.
- The Complex may be provided with Solar water connection.
- Drinking water will be supplied by municipal water
- Should be cleaned at regular intervals by a trained agency.
- The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
- If WTP is installed, then trained operator should look after the water parameters regularly and should ensure that AMC is done.
- Trained plumber to check water supply pipe lines .

5. SEPTIC TANK:

- Periodic cleaning of Septic Tank.
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- Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
- Ensure that the manholes should always be kept in a closed position
Remove excess sludge periodically

6. GARBAGE COLLECTION:

- Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
- Garbage bags should be used for maintaining heigene.
- There should always be a trolley placed under the garbage chute. Follow the caution signals that are mentioned on the Chute .
- Do not throw boxes bigger than the size of the door of the chute.
- Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
- Manual cleaning of the moist place near the exit of the garbage once in 15 days. Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.

7. LIFT/ELEVATOR :

- AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift.
- The electrical connections, wiring, switches, plugs should be checked periodically.
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- Spitting or throwing garbage inside the elevator is strictly prohibited.
- Safety instructions to be followed during emergency should be displayed inside the lift.
- Use panic button /intercom unit provided in the elevator in case of emergency.
- All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
- Children less than 10 years should not be permitted inside the elevator alone
- Do not use elevator in case of fire and earthquake
- Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
- Smoking, Drinking and eating should be prohibited within the elevator.

8. FIRE FIGHTING EQUIPMENT:

- AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System.
- The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage.
- Refuge area should be vacant and not used for any other purpose•Regular mock fire drill exercises should be Done
- Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
- In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
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- Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time and In case procedure should be well defined. of fire,
- Assembly point in the Complex compound should be clearly indicated.

9. INSTALLATION OF AIRCONDITIONER :

Should be installed at pre-designated point.

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- In case of split AC , the compressor unit should be installed with firm support.
- In case of leaking pipes to get the same repaired immediately.
- Electrical & AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is regard by the Allottee he can do so on his own expenses.

10. CCTV OF INDIVIDUAL FLATS :

- Ensure that the Camera lens is clean;
- Illegal filming of others using the camera is legally prohibited.
- A notice that the premises is under CCTV surveillance should be displayed.

12. COOKING GAS:

- Ensure proper ventilation and follow norms laid down by Gas agency.
- Children should not operate any equipment.
- Periodically check the gas valve, hose pipe condition for any leak.
- Change the gas pipe(rubber tube) every six months.
- In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.

13. DISH TV OF INDIVIDUAL FLATS/UNITS and PLUMBING:

- The Antenna should be installed at the pre-designated point recommended by the Developer.
- Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
- Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.

- Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.

THE SCHEDULE –J

ABOVE REFERRED TO

(COMMON AREA MAINTENENCE EXPENSES)

Maintenance, Upkeep, and Common Area Responsibilities

1. Structural and Exterior Maintenance

Repair, rebuild, repaint, improve, or otherwise treat all exterior parts of the Project/Complex to keep them in good condition.

1. Replace or renew worn or damaged parts as necessary.
2. Paint all wood, metal, stone, exterior doors, and other external surfaces **at least once every 5 years** or as deemed necessary by the Association/Maintenance Body.

2. Landscaping and Gardens

Maintain gardens, lawns, flower beds, shrubs, and trees.

Tend to, renew, and repair boundary walls, fences, or hedges.

Supply water and perform necessary upkeep of landscaped areas.

3. Roads and Circulation Areas

Maintain and repair roads within the complex.

Keep roads clean, tidy, edged properly, and clear of debris.

4. Utilities, Services, and Common Facilities

Maintain and operate lifts and lighting systems, including renewal or addition of apparatus as required.

Maintain water supply lines, pumps, motors, filtration plant, and allied equipment.

Operate and maintain electric supply systems and generators.

Provide, empty, and maintain receptacles for rubbish.

Maintain and operate Community Hall (if provided) and associated facilities.

Provide other services deemed reasonable by the Management/Association.

5. Financial and Regulatory Responsibilities

Pay fair proportion of costs for clearing, repairing, or reinstating drains, sewers, and sewage treatment plants.

Pay all rates, taxes, duties, charges, assessments, and outgoings on common areas (except those attributable to individual units). Abate nuisance and comply with notices from local authorities relating to common areas or Project as a whole.

Maintain insurance for the building, firefighting equipment, and other common assets.

Pay fees of professional companies/agencies employed for supervision and maintenance.

6. Personnel and Administration

Administer management staff or agencies for maintenance and supervision.

Employ competent persons/firms for ongoing management and maintenance of the Project.

7. Miscellaneous Expenses

Costs relating to tree plantation, garden maintenance, and water supply.

Any other expenses reasonably required for upkeep, safety, renewal, or common purpose maintenance of the Project/Complex.

SCHEDULE -L

FIT-OUT GUIDE

Fitting-Out Works: Unit Owner Obligations

- (i) **Standards and Protection**
- (ii) Ensure all construction or fitting-out works maintain high-quality standards.
- (iii) Take care that no part of the Project/Building, whether external or internal, is damaged or adversely affected during such works.
- (iv) **Submission of Plans**
- (v) Submit all relevant drawings, plans, and specifications to the Developer/Property Management Team before commencing work.
- (vi) Plans must be submitted in the specified manner and, if applicable, duly stamped and signed.
- (vii) Developer/Property Management Team will approve plans with or without modifications.
- (viii) **Access and Spot Checks**
- (ix) The Property Management Team has the right to access the Unit for periodic spot-checks or to conduct repairs.
- (x) They will monitor compliance with the approved plans.
- (xi) If discrepancies are found, the Property Management Team can instruct a **stop to the Fitting-Out Works**.
- (xii) The Team is **not liable for any loss, damage, or inconvenience** caused by stoppage, and the Unit Owner bears all such costs.
- (xiii) **Responsibility for Damage**
- (xiv) The Unit Owner is responsible for any damage caused to common areas due to the fitting-out works.
- (xv) Costs for **special cleaning, drain clearance, or any other expenses** arising from the works are to be borne by the Unit Owner.
- (xvi) **Security Deposit**
- (xvii) An **interest-free Security Deposit** must be paid to the Developer/Property Management Team **before starting the fittingout work**.

(xviii) The deposit serves as security for the Unit Owner's proper performance of all obligations during the works.

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

SEALED, SIGNED & DELIVERED

In the presence of:

WITNESSES:

1.

(OWNER of the ONE PART)

2.

(ALLOTEE of the THIRD PART)

(DEVELOPER of the SECOND PART)

Drafted & prepared in my office

Advocate