

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

02AC 095512

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS ..... DAY OF ....., TWO THOUSAND AND TWENTY FIVE (2025)

BETWEEN

(1) **DR. ALOK GHOSH** (PA.N. AKRPG6027E, Aadhaar No. 9493 0329 4099), son of Late Chira Prakash Ghosh, an Indian Citizen, by faith Hindu, by occupation Professional, and (2) **DR. JAYASRI GHOSH** (PAN: AKRPG6028M, Adhaar No. 7567 3027 6964, wife of Dr. Alok Ghosh, by occupation Professional, both are Indian Citizen, both by faith Hindu, both residing at CF-107, Sector-I, Salt Lake, P.O. Bidhannagar CC Block, Police Station Bidhannagar North, District North 24 Parganas, Pin-700 064, West Bengal. The Owners/Landowner are being represented by their Constituted Attorney M/S. DELTA CONSULTANTS, a proprietorship concern having its principal place of business at CF 154, Sector I, Salt Lake City, P.S, Bidhannagar (North), District 24-Parganas (North), Pin- 700064 represented by its Sole Proprietor **SRI CHINMOY KUMAR SAHOO** (PAN ALHPS3655D, Aadhaar No. 3648 7495 4083), son of Late Panchanan Sahoo, an Indian Citizen, by faith Hindu, by occupation Business, residing at DA 43, Sector I, Salt Lake City, P.O. Sech Bhavan, Police Station Bidhannagar (North), District 24-Parganas (North), Pin 700 064, West Bengal hereinafter referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

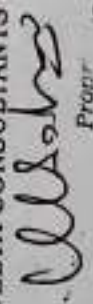
**AND**

**M/S. DELTA CONSULTANTS**, a proprietorship concern having its principal place of business at CF 154, Sector I, Salt Lake City, P.S, Bidhannagar (North), District 24-Parganas (North), Pin-700064 represented by its Sole Proprietor **SRI CHINMOY KUMAR SAHOO** (PAN ALHPS3655D, Aadhaar No. 3648 7495 4083), son of Late Panchanan Sahoo, an Indian Citizen, by faith Hindu, by occupation Business, residing at DA 43, Sector I, Salt Lake City, P.O. Sech Bhavan, Police Station Bidhannagar (North), District 24-Parganas (North), Pin 700 064, West Bengal, hereinafter called and referred to the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include its successors-in-office, successors-in-interest, legal representatives and assigns) of the **SECOND PART**.

**AND**

1. (Aadhaar No. ) (PAN - ) S/D/O , aged about , residing at
2. (Aadhaar No. ) (PAN - ) S/D/O , aged about , residing at

hereinafter called the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

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The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### **DEFINITIONS:**

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

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#### **WHEREAS:**

- I.** The New Town Planning Area was declared in 1999, constituting the erstwhile Bhangore Rajarhat Development Authority, comprising 45 Mouzas under the North and South 24 Parganas. Thereafter, a series of studies were made and reports from experts including environment clearance on the Environment Impact Assessment were obtained. With the objective of developing an eco-friendly green city, New Town was designed to be developed in different phases. The entire area of New Town was divided into Action Areas I, II, and III and a Central Business District (CBD).
- II.** The main objective of development of New Town through the Housing Department, Govt. of West Bengal was to create affordable housing stock for the general people including EWS, LIG, MIG and HIG at affordable prices. Housing Department initially started the activities through its parastatal West Bengal Housing Board (WBHB) on 26th April, 1999, pursuant to a Cabinet Decision of the Govt. of West Bengal vide its Notification No. 642-HI/NTP/1M-9/98 dated 19th April, 1999 for formation of a Govt. Company as "West Bengal Housing Infrastructure Development Corporation Limited" bearing Registration No. 21-89276 of 1999 under Companies Act 1956, But prior to the formation of HIDCO in April 26, 1999, the WBHB was entrusted by the State Housing Department to look after the New Town Project and also to meet all expenses towards Planning & Development. Thereafter, the Planning Authority as appointed by the State Government vide Order No. 1490/HI/HGN/NTP/1M-1/98 dated 14th September 1999 in respect of the Planning Area declared as such under Notification No.

1423/ HI/ HGN/NTP/1M-1/98 dated 27<sup>th</sup> August 1999. The entire land was acquired through LA process and WBHB handed over the land to WBHIDCO Ltd.

**III.** Upon such transfer of lands and possession thereof being handed over to the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), the said West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written. The said WBHIDCO, in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township. After having developed the said lands and building infrastructure thereon the said WBHIDCO has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.

**IV. DR. ALOK GHOSH and DR. JAYASRI GHOSH**, jointly applied to the WBHIDCO Ltd. for Purchase of a Plot of land in New Town, Kolkata, to erect a building thereon for residential purpose, after complying with all the formalities for allotment of such land by the West Bengal Housing Infrastructure Development Corporation Ltd., and accordingly WBHIDCO LTD. allotted a **Plot of Land (Freehold) measuring 300.09 Sq. Mtr. be the same a little more or less being Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB, vide Allotment Order No. 2517(142)/HIDCO/ADMN-674/2004 dated 06.06.2006.**

**V.** The said **DR. ALOK GHOSH and DR. JAYASRI GHOSH**, purchased the aforesaid PLOT OF LAND from the said WBHIDCO LTD., and the WBHIDCO LTD. executed a Deed of Conveyance (Individual) dated 16/11/2018 in favour of the then purchasers, for valuable consideration mentioned therein and the said DEED was registered in the office of the **A.D.S.R Rajarhat, New Town, recorded in Book No. 1, Volume No. 1523-2018, Page from 409063 to 409088, being no. 152312617 for the year 2018.** The possession of the said Plot of Land had been handed over by WBHIDCO LTD. to the then Purchasers vide Memo No. **MP-I/HIDCO/EM/22/7396 dated 27.11.2018.**

**VI.** By virtue of the aforesaid registered INDENTURE OF SALE the then Purchasers **DR. ALOK GHOSH and DR. JAYASRI GHOSH**, became the absolute owners and well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the aforesaid vacant Plot of land together with all easement rights in the manner stated herein above and while being completely seized and possessed of the same free from all sorts of

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liens, attachments, lis pendens and encumbrances whatsoever by virtue of Purchase from the WBHIDCO LTD.

**VII.** Thereafter they have mutated their name in the records of the **NEW TOWN KOLKATA DEVELOPMENT AUTHORITY** Vide Mutation Certificate No. 0101522211006608 dated 17.11.2022.

**VIII.** The Landowner, desired to develop the said land by constructing thereupon multi-storied building in accordance with the building plan sanctioned by the Competent Authority of the N.K.D.A in shortage of time, experience and manpower, the Landowners were unable to start the construction of the said building and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building on the said premises by affording his own arrangement and expenses.

**IX.** Knowing the intention of the Landowners herein namely **DR. ALOK GHOSH** and **DR. JAYASRI GHOSH**, M/S. **DELTA CONSULTANTS**, a Proprietorship Concern of Builder and Developer, contacted the Landowners and requested to allow them to develop the said premises as desired by the Landowner by constructing the G+4 storied building in accordance with the building plan sanctioned at its own arrangement, costs and expenses.

**X.** The Landowners have agreed to allow the Developer to develop ALL THAT piece of parcel of land measuring **Plot of Land (Freehold)** measuring 300.09 Sq. Mtr. be the same a little more or less being Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB, morefully described in the First Schedule hereunder written.

**XI.** With such intention the Landowners entered into a registered **DEVELOPMENT AGREEMENT** dated 07.02.2023 which was registered in the office of the A.D.S.R Rajarhat, and recorded in Book no.1, Volume no. 1523-2023, Pages from 71819 to 71853 being no. 152301725 for the year 2023, and a registered **DEVELOPMENT POWER OF ATTORNEY** dated 07.02.2023 which was registered in the office of the A.D.S.R Rajarhat, and recorded in Book no.1, Volume no. 1523-2023, Pages from 71966 to 71979 being no. 152301731 for the year 2023, on certain terms and conditions recorded therein for undertaking Development works on the First Schedule Property by the Developer at its own costs and expenses, wherein **DEVELOPER'S ALLOCATION** was morefully described in the Development Agreement, together with undivided and un-demarcated proportionate share of land including common areas, common facilities and amenities available except **LAND OWNER'S**, together with undivided and un-demarcated proportionate share of land including common areas, common facilities and amenities on the said building as per building plan and other regulations of house building, empowering the said Developer to

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commence construction works on the said plot of land and to sell, transfer and convey the Developer's Allocation as aforesaid to any intending buyer or buyers at their own discretion.

- A. The Said Land is earmarked for the purpose of building a *residential cum Commercial* project, comprising G+4 storied apartment buildings and the said project shall be known as 'GROVE 10-810' ("Project").
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project has partly been completed and partly being under construction. The NKDA has granted the Sanction letter to develop the Project vide approval dated bearing no. \_\_\_\_\_.
- C. The Promoter has obtained the final layout plan approvals for the Project from Newtown Kolkata Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_; on \_\_\_\_ under registration.
- E. The Allottee has applied for an apartment in the Project through the Application dated upon paying a booking amount of Rs. \_\_\_\_\_ (only) and has been allotted residential apartment no. \_\_\_\_\_, having carpet area with varanda of \_\_\_\_\_ square feet and super built area of \_\_\_\_\_ square feet on \_\_\_\_ floor, of "**Grove 10-810**" being developed on the land measuring more or less 300.09 Sq. metre be the same or a little more or less **Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB**, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160, as permissible under the applicable law and of pro rata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- G. The Developer do hereby propose and agree to sale and the Purchasers have agree to purchase one self-contained residential Flat no.\_\_\_\_\_, on the \_\_\_\_\_ Floor, measuring about \_\_\_\_\_ sq.ft. of super built up area including 25% super built up (including Lift and stair case) area which is exclusively belongs to the Developer according to the said Development Agreement dated 7<sup>th</sup> February, 2023 in the said building which is yet to be constructed on the land comprised in the said premises (hereinafter referred to as "the said flat") on the terms and conditions hereinafter appearing.
- H. Now the purchasers have agreed to purchase one self-contained flat measuring about \_\_\_\_\_ sq.ft. of super built-up area be the same little more or less on the \_\_\_\_\_ Floor, \_\_\_\_\_ side, being Flat no. \_\_\_\_\_ of the proposed newly constructed building lying and situated on land measuring an area of \_\_\_\_\_ be the same more or less at Premises No. \_\_\_\_\_, which is more fully and particularly described in the schedule-B below, from the developer's allocation, at a price or consideration of Rs. \_\_\_\_\_ only at the rate of Rs. \_\_\_\_\_ per sq.ft. and the developer also agreed to sale the same in favour of the Purchasers.
- I. Now the said Purchasers have paid a total sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only out

Of Rs. \_\_\_\_\_ only as and by way of Earnest Money and/or part payment and/or advance money for such flat along with the signing of this Agreement for Sale which the Vendor/Developer has received and accept as mentioned in the Memorandum of Consideration and subject to the terms and conditions of this Agreement for Sale:

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the open/covered parking as specified in paragraph F.

**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:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat as specified in paragraph F.

The Total Price for the based on the carpet area is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only ("**Total Price**")

Block No.	Rate of Apartment per square feet (carpet area) <b>Rs.</b> (Rupees: only)
Apartment No.	
Floor.	
Total Price (in rupees)	<b>Rs.</b> (Rupees: only)

Covered parking space	<b>RS. (Rs. Only)</b>
Total Price with parking (in rupees)	<b>Rs.</b> (Rupees: only)
Total GST	<b>Rs.</b> (Rupees: only)

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xplanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) covered parking(s) as provided in the Agreement.

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

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee

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per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application of the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

## 5. TIME IS ESSENCE

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

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Newtown Kolkata Development Authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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Promoter

**Possession by the Allottee** - After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, always, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or

omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

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

#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the

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Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for \_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favor of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(is).

#### **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been excluded from the Total Price of the Apartment.

#### **12. DEFECT LIABILITY**

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

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

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

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

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**


The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to setting right any defect.

**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the \_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains,

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pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

**18. ADDITIONAL CONSTRUCTIONS**


The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

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The Promoter shows compliance of various laws/regulations as applicable in the State of West Bengal.

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **22. ENTIRE AGREEMENT**

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

#### **23. RIGHT TO AMEND**

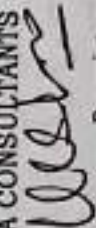
This Agreement may only be amended through written consent of the Parties.

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

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

#### **25. WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a

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precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

#### **26. SEVERABILITY**

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

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

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

#### **28. FURTHER ASSURANCES**

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

#### **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

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### 30. NOTICES

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee

Address)

M/s \_\_\_\_\_

Promoter name

\_\_\_\_\_ (Promoter Address)

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

### 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee

(1)

(2)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

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*Proprietor*

WITNESS

:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'**

**ALL THAT** piece and parcel of **bastu Land** measuring about **300.09 (Three hundred and zero nine ) square meter** be the same or little more or less, situated at **Premises No. 10-0810, Plot No. 261 in Block No. AA IIB, Category- HIGI-II, Action Area- IIB, Pin Code-700160, P.S. New Town erstwhile Rajarhat, under the jurisdiction of New Town Kolkata Development Authority (NKDA),A.D.S.R. Rajarhat, New Town, Dist. North 24 Parganas.**

**ON THE SOUTH:**

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

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## SCHEDULE 'B'

### DESCRIPTION OF THE APARTMENT AND COVERED PARKING

**ALL THAT** one self-contained **Residential Flat**, with **Tiles flooring** and **lift facility**, being **Flat No. \_\_\_\_**, lying on \_\_\_\_\_ side of the under constructed G+4 storied building having a super built-up area \_\_\_\_\_ sq.ft. more or less, **Covered area** of \_\_\_\_\_ sq.ft. and having a **Carpet area** of \_\_\_\_\_ sq.ft. consist with **2 (Two) Bedrooms, 1 (One) Living / Dining , 1 (One) Kitchen, 1 (Toilet) Toilet, 1 (One) W.C. and 1(One) Balcony** ( hereafter called as **Said Flat**) constructed on **Bastu Land** measuring **300.09 (Three hundred and zero nine) square meter** be the same or little more or less, situated at **Premises No. 10-0810, Plot No. 261 in Block No. AA IIB, Category- HIGI-II, Action Area- IIB, Pin Code-700160, P.S. New Town erstwhile Rajarhat**, under the jurisdiction of **New Town Kolkata Development Authority (NKDA),A.D.S.R. Rajarhat, New Town, Dist. North 24 Parganas**

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## SCHEDULE 'C'

### PAYMENT PLAN

#### PART-I

#### "AGREED CONSIDERATION"

(a) Consideration for the Undivided Share and for Construction and completion of the said Apartment Rs. (Rupees: only), Flat no- \_\_\_\_ on floor \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. Approx Carpet Area (with varanda) \_\_\_\_\_ sq.ft. and Super built of \_\_\_\_\_ Square Feet.

**PART - II**

The amount mentioned in PART-I of this SCHEDULE hereinabove shall be paid by the PURCHASER to the DEVELOPER in installments as follows:

Sl. No.	Description	Amount
1	On Booking	10%
2	On Signing of Agreement for Sale plus 50% of Legal Charges	10%
3	On Completion of Foundation	10%
4	On Completion of Ground Floor	10%
5	On Completion of First Floor	10%
6	On Completion of Second Floor	10%
7	On Completion of Third Floor	10%
8	On Completion of Fourth Floor	5%
9	On Completion of Roof Slab	5%
10	On Completion of Brick work & Plaster	5%
11	On Completion of Flooring & Paint	5%
12	On Completion of Said Flat	5%
13	On Possession of Flat plus 50% of Legal Charges & Additional Charges	5%
<b>Total</b>		100%

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All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for One month from the demand date then the booking shall be cancelled at the sole discretion of "Promoter" i.e. "Delta Consultants" and it shall deduct 15% as Cancellation Service Charges plus applicable Goods & Service Tax on

the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any, due and thereafter towards the installments. No payment will be received after due date without payment of applicable interest, if any.

### PART - III

The "Promoter" has construct the said Apartment as per the Sanction Plan obtained from the NKDA and at the time of Registration of Sale Deed subject to receiving the final consideration, the Promoter shall be entitled to handover the vacant physical possession of the said Flat.

### PART - IV

#### Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment infavour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the "Promoter" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.

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- (e) Betterment and/or development charges or other levies that may be charged regarding the Said Land or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the buildings and/or the Said Land, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section-B:** Additional payments payable proportionately by the allottee to the Promoter are additional of the chargeable area.

Proportionate share of costs and expenses as detailed as under are all proportionately additional of the chargeable area:

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformers and electrical sub-station other equipment and installations, cabling, wiring.
- (b) Installation of generator for the Common Portions and providing minimum reasonable power to the said Apartment.
- (c) Installation of security system for the common portions.
- (d) Legal fee payable to Promoter.

#### **PART - V**

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART - VI**

##### **"DEPOSITS"**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. \_\_\_ /sq. ft. [Rupees \_\_\_ only] per sq. ft for 12 [twelve] months.
- (b) Deposit for Corporation/Jila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformers and electrical sub-station and meters

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- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the "Promoter" at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.


#### SCHEDULE 'D'

#### SPECIFICATIONS, AMENITIES, FACILITIES (WHICH IS PART OF THE APARTMENT)

#### SPECIFICATIONS

<b>BUILDING</b>	Foundation with recommended number of concrete Piles and capping, building to be designed with RCC frame structure, tests or individual column foundation as per structural design approved by the competent authority and the construction will be earthquake resistance. It will include Primer walls, Gates, Parking floors, facility area also.
<b>WALLS</b>	Brick masonry for the outer wall will be 8 inch thick, partition wall will be 5 inch thick with a minimum height as per sanctioned plan. All walls will be of cement plaster
<b>BUILDING MATERIALS DETAILS</b>	<b>CEMENT:</b> Ultratech/Ambuja/Lafarge/Ramco/Konark <b>STEEL:</b> ISI marked SRMB/CAPTAIN/GAGAN/PRESTIGE TMT bars. <b>BRICK:</b> Traditional Brick.

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<b>WINDOW</b>	Aluminum sliding windows with 4mm one way vision glass and guarded with integrated grill shall be fixed as per building design.
<b>DOORS</b>	Door frames will be made of "Sal Wood". All doors panels will be of water proof flush door type (pine wood) finished with Good quality Laminate on Front Sides. Main door will have Godrej lock
<b>FLOORING</b>	Flooring will be made with Vitrified tiles(2x2) ft size @Rs. 60/- as per choice of the landowners, Skirting will be of 4 inch height, Window bases, Balcony railing bases will be molded with white marble.
<b>KITCHEN</b>	Cooking Platform will be of Galaxy granite 20 inch wide along two walls Glaze tiles (2x1) ft size, 4ft height above the Platform and wall will be provided to protect the oil spots as per choice of the landowners. Stainless steel sink 22 inch with an aquaguard point above it with drain board. Bib cock of Jaquar make and one sink cock will be provided. One stand basin will be provided in the dining room. The kitchen counter will be provided with underlying shelves including a provision of keeping two gas cylinders.
<b>TOILET</b>	Bath rooms will be provided with western style wall hanging commodes and flush valves, the walls of the toilet upto 7 ft height will be fitted with 18"x12" glazed tiles selected by the Landowners, with hot and cool water provisions, one SS good quality shower, rectangular wash basin of good quality , one bib cock point and one Geyser point will be provided in bath toilet. One washing machine point will be provided outside one toilet.
<b>SANITARY FITTINGS</b>	All SS Fittings will be Jaquar, all Basin and commode should be good models from Essco/Cera will be provided.
<b>OVERHEAD WATER TANK</b>	RCC reservoir (As per drawing)
<b>UNDER GROUND RESERVOIR</b>	RCC reservoir (As per drawing)
<b>PUMP</b>	One 1 HP stainless submersible Pump will be provided along with an auto control system. Water connection for Car washing at Ground Floor convenient area.

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<b>PLUMBING MATERIALS DETAILS</b>	ISI marked the Supreme brand of Pipes and bars Valves fitted with leakproof mechanism and craftsmanship.
<b>ELECTRICITY</b>	<p>Full concealed wiring will be provided throughout each of the Flats. The main door in each flat shall be fitted with Calling Bell points. The Contractor shall provide the Following electric points with good quality modular Switch of Havells, Anchor, Crabtree as follows.</p> <p>a. 3(Three) light points. 2(Two) plug points for Computer/ accessories, 1(One)fan point, 1(One) T.V. Point and 1(One) AC point in each Bedroom.</p> <p>b. 1(One) light point, 1(one) exhaust fan point and 1(one) Geyser point in each toilet.</p> <p>c. 1(One) Aqua guard and 2(Two) light points and 2(Two) 15 amp. Plug point Chimney and 1(One) microwave in the Kitchen.</p> <p>d. 2 (Two) light points. (One) fan point, 1(One) Refrigerator Point and 1(One) accessory point in the Dining Area.</p> <p>e. 1 (One)T.V. point, 4(Four) light points, 1(One) fan point, 2(Two) numbers of 3 pin Plug sockets in the Drawing room.</p> <p>f. 1(One) Calling Bell point on main door, and 1(One) Light point in Balcony.</p> <p>g. 1 (One) Lockable 15 Amps Charger point beside each Car Parking slot on Ground Floor.</p> <p>h. Electric meter connection will be arranged for the Flat by the Contractor, however security Deposit to W.B.S.E.B. will be borne by the landowners.</p>

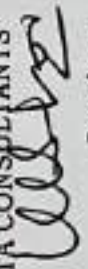
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	<p><b>Electrical materials to be used:</b></p> <p>Finolex/ Havells/ Anchor, ISI marked branded good quality modular white switches will be provided. All common area will be provided with LED light point</p>
<b>MS GRILLS / GATES</b>	Stainless Steel circular bar fabricated Railings on Staircase and MS window grill shall be fixed.
<b>ROOF AND TERRACE</b>	Roof tiles.
<b>LIFT</b>	One standard Five passenger decent looking stainless steel lift equipped with ERD drive with Auto gate and lift facia will be finished with elevation tiles.
<b>EXTERNAL PASSAGE/PARKING SPACE</b>	All ground floor and open to air passage with parking tiles.
<b>ALL COVERED SPACES</b>	Staircases with marble flooring
<b>PAINT</b>	<p><b>OUTSIDE PAINT:</b> Putty finish on facia finished with Berger/ Asian paints</p> <p><b>INSIDE WALLS OF FLATS:</b> Putty finish</p>
<b>PARAPET WALL:</b>	As per drawing, brickwork and plaster, parabola with grills on the South-east corner.
<b>Boundary wall</b>	As per drawing, Gates with MS Grills of decent designs
<b>EXTRA WORK</b>	Any Interior work other than specified above, will be treated as extra/customized work .

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**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(COMMON PORTIONS)**

1. The foundation, beams, vertical and lateral supports main wall, common walls, boundary walls, main gate, entrance, landing & staircase, staircase, lift and roof of the said building.
2. Main gate of the said premises and common passage.
3. Installation of common services viz. Electricity, water pipes, sewerages, and rainwater pipes, septic tanks.
4. 24-hour supply of water from the overhead tank to the respective flat.
5. Lighting in the common spaces, passages, landing, fixtures and fittings.
6. Common electric meter installation.
7. The Purchaser shall have the rights to install television antenna and AC unit on the roof of the top floor outside parapet wall of the said building and to fix wire for the respective flat and to have access thereto for repairs maintenances of the television antenna and also for repairing works of the overhead water tank etc.

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