

SKLath & Co. Advocates

Annexure- “ A”

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this the _____ day of _____ **TWO THOUSAND AND TWENTY** _____

BETWEEN

DJSS REALTY PRIVATE LIMITED, [PAN AADCD8870H] a company within the meaning of the Companies Act 1956, having its registered office at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020, represented by its Director/Authorized Signatory _____
(PAN: _____ (AADHAR NO. _____) , son of _____, by faith Hindu, by Nationality Indian, by Occupation _____, working for gain at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 pursuant to the Board Resolution dated _____ passed, authorized and consented by the Board of Directors, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**:

AND

(1) MR. SAMBIT BASU, [PAN- ANCPB9442Q] [AADHAR NO.4067-8902-7498], son of Late Sabyasachi Basu, by faith Hindu, by nationality Indian, by occupation Business, residing at Samannoy Park, Post Office- Joteshibrampur, Police Station- Maheshtala, Kolkata-700141, **AND (2) MR. AMIT GHOSH, [PAN: AHNPG7172P] [AADHAR NO. 9813-0417-7819]**, son of Mr. Tapan Ghosh, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, Resident of: Khuriberia, P.O. & P.S.: Bishnupur, District: 24 Parganas (South), State: West Bengal, PIN: 743503, hereinafter referred to as the "**OWNER(S)**" and represented by their registered constituted attorney **DJSS REALTY PRIVATE LIMITED, [PAN AADCD8870H]** a company within the meaning of the Companies Act 1956, having its registered office at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020, represented by its Director/Authorized Signatory _____
(PAN: _____ (AADHAR NO. _____) , son of _____, by faith Hindu, by Nationality Indian, by Occupation _____, working for gain at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 pursuant to the Board Resolution dated _____ passed, authorized and consented by the Board of Directors under Development Power of Attorney dated **6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year,2024** at the office of **D.S.R-II, South 24 Parganas, Alipore** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

AND

[If the Allottees is an individual]

Mr./Ms./Mrs. _____ (Adhaar No. _____) (PAN No. _____), son /daughter/wife of _____, aged about _____, by occupation _____, by religion _____, by Nationality _____, residing at _____, hereinafter referred to as the "**ALLOTTEE/S**" (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:

AND

[If the Allottee is a Company]

_____(CIN No. _____) (PAN _____), a company incorporated under the provision of the companies act, [1956 or 2013 as the case may be], having its registered office at _____ represented by its authorized signatory _____ (Pan No. _____) (Adhaar No. _____), son/daughter/wife of _____, residing at _____ duly authorized vide board resolution dated _____ hereinafter referred to as the “**ALLOTTEE/s**” (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:**

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____(PAN - _____), a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ represented by its authorized Partner, _____ (Aadhar No. _____) (PAN - _____) son/daughter/wife of _____, residing at _____, authorized vide _____ hereinafter referred to as the” **ALLOTTEE/S** “ (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/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **THIRD PART:**

[or]

[If the Allottee is a HUF]

Mr. (PAN No.) (Aadhar No. _ _____) son of _____, aged about _____) by occupation _____, by religion _____, by Nationality _____, residing at _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residing at _____, PAN No. _____.) hereinafter referred to as the”**ALLOTTEE/S**“(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART:**

WHEREAS:-

- A. The Owners herein purchased and became seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece & parcel of land containing an area of **6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft.** equivalent to **218.514 decimals** more or less comprised in R.S. and L.R. Dag Nos. **879(P), 968(P), 971(P), 972, 973(P), 974(P), and 976(P)** in Mouza Hatishala, J.L. No.09, within the local limits of Beonta II No. Gram Panchayet, Police Station: Hatishala, District 24 Parganas South, (hereinafter referred to as “**the said Land**” and morefully mentioned and described in **the Schedule A** hereunder written) by virtue of various deeds. The Devolution of Title in respect of the said Land is morefully mentioned and described in **the Schedule I** hereunder written.
- B. The Owners and the Promoter have entered into a Joint Development Agreement **dated 6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 499019 to 499072, being No.160214786 for the year,2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE**, the Owners with the intent of undertaking the development of the said Land, granted the exclusive right of development in respect of the said Land unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) and subsequently the Owners herein vide Development Power of Attorney dated **6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year,2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE** in connection therewith (hereinafter referred to as the **DEVELOPMENT POWER OF ATTORNEY**).
- C. The Said Land is earmarked for the purpose of building a **residential project** comprising of Two (2) Towers of **G+XVI storied each sanctioned in two phases** at the said Project Land being **Tower No.1 and Tower No.2** and the said project shall be known as “**RIDDHI SIDDHI IKON**” (“**Project**”).
- D. 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 Project is to be constructed have been completed.
- E. The **South 24 Parganas Zilla Parishad** has granted the commencement certificate to develop the Project vide approval dated 30.06.2025 bearing no.4777;
- F. The Promoter has obtained the final layout plan approvals for the Project from **South 24 Parganas Zilla Parishad** vide Plan No. **984/114/KMDA** dated **23.06.2025** connected with its

Permission Letter dated 28.06.2025 issued by South 24 Parganas Zilla Parishad (hereinafter referred to as **the PLAN**). 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.

- G.** The Promoter has registered the Real Estate Project under the provisions of the West Bengal Real Estate Regulation Act at Kolkata on _____ under Registration No. _____;
- H.** The Allottee had applied for an **Apartment** in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in **TOWER-1/2** along with right to park one medium size car in the **open/covered/ MLCP Car Parking Space No. _____** on the **GROUND floor of the said Project / FIRST Floor of Tower-1/2**, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act and (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B** hereunder written).
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J.** The Parties confirm that there are no additional disclosures or facts requiring specific mention, other than those already set out in this Agreement.
- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and right to park _____ medium size car in the **open/closed/ MLCP parking** (as applicable) as specified in **Paragraph H**.

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

1. **TERMS:**

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 Apartment;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Tower No:1/2 Apartment No. _____ Type: _____ Floor: _____	Rate of Apartment per sq. feet.

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above excludes 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, Common facilities and amenities more fully mentioned in **Schedule D** in this Agreement; and 2) right to park _____ small/medium vehicle in the designated garage(s)/closed 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**") to the Promoter. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ **2%** per annum for the period by which the respective installment has been pre-poned. 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 ("**Specifications**" more particularly described in **Schedule G**) in respect of the apartment 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 **45 days** with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause 1.2** of this Agreement.

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, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the 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. The Allottee has also agreed to make timely payment of the Deposits/Extra charges/Taxes morefully described in **Schedule F** in this Agreement (defined below). The Deposits/Extra charges/Taxes are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in **Clause 9.3** shall follow.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/ closed parking space 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 Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**RIDDHI SIDDHI IKON**" 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, 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:

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 Kolkata.

3. **COMPLAINEE 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 PAYMENT**

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, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the specifications of the **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 West Bengal Sanctioning Authority Rules 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 by 28th June, 2031**, 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 make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **45 days** from that date. 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, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **thirty (30) 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**, 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**, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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 equivalent to **10%** of the Total Consideration agreed 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. **In This Agreement Cancellation Charges** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque; (iv) administrative charges as per Promoter's policy (v) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement AND (vi) GST paid till the date of 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 applicable interest rate SBI PLR plus 2% per annum, as provided under the applicable Rules within **45 (forty-five) days** of it becoming due.

Provided That where the Allottee(s) do/does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

However, if due to any act, default or omission on the part of the Allottee(s), the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project 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 Project 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 Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, 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 Project Land, including the Project and the said [Apartment/Plot] 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 handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other 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, 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 Project 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 Owners/Promoter shall be considered under a condition of Default, in the following events:

- (i) Owners/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period 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 Owner/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 Owners/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 Owners/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 Owners/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 **two 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 Owners/Promoter in this regard, the Owners/Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Owner/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 Owners/Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Owners/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 (ies).

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

The Owners/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

The allottees shall be responsible for paying the electricity bill and covering the maintenance cost for the MLCP car parking (MLCP shall be included within in the meaning of the Car Parking Space defined herein, if Allotted) at the Project, using funds from the association contributed by the allottees.

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 Owners/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owners/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 Owners/Promoter to rectify such defects without further charge, within **30 (thirty) days**, and in the event of Owner/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 THE 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 his/her/their/its right to the use of Common Areas shall be subject to timely payment of total maintenance charges and common expense more fully mentioned in **Schedule E** in this Agreement, 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 /their /its 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 Owners/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 set right any defect.

15. **USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces (no provisions in basement as per

sanction plan) 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 (no provisions in basement as per sanction plan) 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/their/its 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, 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/they/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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 Owners/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. Additional general compliance, covenants by the Allottee for the use of the Apartment is more fully mentioned in the **Schedule H** in this Agreement.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY ALLOTTEE

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

respect of the Apartment at his/her/their/its own cost.

18. ADDITIONAL CONSTRUCTION

The Owners/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 Owners/Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building 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/Building.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owners/Promoter does not create a binding obligation on the part of the Owners/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 Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owners/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar for its registration as and when intimated by the Owners/Promoter, then the Owner/s/Promoter shall serve a Notice to the Allottee for rectifying the default, which if not rectified within 30 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 forfeited.

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/building, as the case may be.

23. **RIGHT TO AMEND**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES AND 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 Owners/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 Owners/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owners/Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Owners/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 WHEREEVER REFERRED TO IN THE AGREEMENT**

Whether in this Agreement it is stipulated that the Allottees 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 Apartment 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 Owners/Promoter at the Owner/Promoter's Office at Kolkata or at some other place at Kolkata as may be decided by the Owner/Promoter, after the Agreement is duly executed by the Allottee and the Owners/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES**

That all notices to be served on the Allottees and the Owners/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or Owners/Promoter by Registered Post at their respective address as specified above and/or through email.

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

31. **JOINT ALLOTTEES**

That in the case there are joint Allottees all communications shall be sent by the Owners/Promoter to the Allottees whose name appears first at the address given by him/her which shall for all intents and purposes to consider 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 Arbitrator in accordance within the meaning of the Arbitration and Conciliation Act 1996.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under]

SCHEDULE “A”

ALL THAT the demarcated piece and parcel of Bastu land containing by measurement an area of **6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft.** equivalent to **218.514 decimals** more or less, comprised in **L.R. Dag Nos. 879 (P), 968 (P), 971 (P), 972, 973 (P), 974 (P), and 976 (P) in Mouza Hatishala**, under **L.R. Khatian Nos. 3919, 4751 (Amit Ghosh) and 4135,4149 (Sambit Basu)**, J.L.No.09, within the local limits of Beonta II No. Gram Panchayet, P.O. Hatishala, P.S. **Hatishala** (Previously known as Kolkata Leather Complex), Pin-700135, District 24 Parganas South together with right of easement for the purpose of ingress and egress from the property and more fully delineated in the Site Plan annexed hereto and marked within “Red Borders”.

BUTTED AND BOUNDED as follows:

ON THE NORTH	By 50”-O Wide Main Road comprising out of R.S. & L.R. Dag No. 977
ON THE SOUTH	By R.S. & L.R. Dag No. 880 & 968
ON THE EAST	By R.S. & L.R. Dag Nos.976 (P), 974 (P), 973 (P), 879 (P)
ON THE WEST	By 43”-O feet wide Common Road

OR HOWSOEVER OTHERWISE said Land butted bounded, numbered, known and distinguished.

SCHEDULE “B”

DESCRIPTION OF APARTMENT- PROPOSED FLOOR PLAN OF THE APARTMENT

ALL THAT self-contained Apartment/Unit being **Flat No:** _____ on the _____ **Floor** of the building in **Tower – 1/2** measuring about **carpet area** of _____ square feet corresponding to built up area of _____square feet corresponding to **super built up area** of __square feet consisting of __ bed rooms, one living cum dining area, one kitchen, _____ toilet and **one/two balcony** having carpet area admeasuring _____sq. ft. more or less (which area included in the Apartment area) along with right to park _____s mall/ medium size car in the **open/covered/MLCP Car Parking Space No.**_____on the **GROUND floor of the said Project / FIRST Floor of Tower-**

1/2 admeasuring about _____ **Square Feet** (Space will be earmarked at the time of completion and possession) and of pro rata share in the common areas and proportionate undivided share of the land and premises of the said Tower constructed over land mentioned herein before stated TOGETHER WITH the rights of the common areas, use, benefits and enjoyments and privileges in all common parts including Reservoir, stairs, landings, sewers, sanitation, common electric, water, roof, fittings and fixtures, installations whatsoever and appurtenances quasi-easement rights, privileges and enjoyment and obligations whatsoever, more fully and particularly demarcated by **RED** border lines with a plan and map annexed herewith.

SCHEDULE “C”

(Payment Plan)

The Allottee hereby agrees to pay the total consideration amount of **Rs. _____/- (Rupees _____)** (excluding Extra & Deposits as mentioned in the **Schedule F** herein below) out of which the Allottee has already paid an amount as mentioned in the memo of consideration hereunder at or before execution of this Agreement (which amount the Promoter doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Promoter and the Owner/s in the proportion as aforesaid in the manner hereinafter appearing:

Sl	Particulars	Box Price	Legal Charges	Extra Charges	Deposits
1	On Application	Rs. 2,00,000/- plus GST			
2	Within 10 days of Application (minus application amt.)	10%	50%		
3	On registration of Agreement for Sale	10%			
4	On completion of Piling of the respective Tower	10%			
5	On completion of 1st floor casting of the respective Tower	10%			
6	On completion of 4th floor casting of the respective Tower	8%			
7	On completion of 7th floor casting of the respective Tower	8%		50%	
8	On completion of 10th floor casting of the respective Tower	8%			
9	On completion of 13th floor casting of the respective Tower	8%			
10	On completion of 16th floor casting of the respective Tower	8%			
11	On completion of flooring of the booked unit	5%			
12	On commencement of lift installation of the respective Tower	5%			
13	On notice for Possession	10%	50%	50%	100%

SCHEDULE “D”

(Common Areas, Portions and Amenities/Facilities)

- a) The entire land on which the Project is developed;
- b) Staircases, lifts, lift lobbies, fire escapes and corridors;
- c) Terraces (except terrace on first floor attached to units), roofs, parks, playgrounds and common storage spaces;
- d) Common entrance and exit points;
- e) Common walls, water tanks, pump rooms, electrical rooms, generator rooms;
- f) Installations of central services such as electricity, water supply, sanitation, lighting, air conditioning, and incinerating services;
- g) Community and commercial facilities as provided in the Project for common use;
- h) 24 hrs. Water supply
- i) Generator /power backup for all common areas & services
- j) Service Toilets for Housekeeping, Facility Management, Staffs etc.
- k) Sewage treatment plant.
- l) Renewable energy – Solar power to meet electricity generation as per PCB norms.
- m) Rain water harvesting & recharge pits as per PCB norms.
- n) CCTV with central security surveillance in common areas.
- o) Gated Community – Security personal at Strategic points
- p) Intercom Connectivity / app facility for security purpose only.
- q) Modern Fire Fighting System as per fire norms.
- r) Swimming Pool
- s) Changing Room And Spa
- t) Ac Gymnasium
- u) Ac Indoor Games Room
- v) Ac Community Hall / Association Room
- w) Pantry & Other Services
- x) Lounge & Co. Working Space

SCHEDULE “E”

(Common Expenses)

1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions of the building and the complex and also the outer walls of the building/s and parking spaces and also for security of the said building and the complex.
2. The salaries of all persons employed for the same purpose.

3. All charges and deposits for supplies of common utilities.
4. Panchayat taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment.
5. Costs and charges of establishing for maintenance of the building and the complex and for watch and ward staff of the same.
6. All litigation expenses appertaining to the maintenance and protection of the said building and the complex and disputes regarding claims and/or demands from the Panchayat and/or other Legal Authorities.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottees and occupiers including Promoter.
9. All expenses referred to above shall be borne by the Allottee from date of notice as to completion of Apartment and for taking possession of Apartment /Unit.

SCHEDULE “F”
(Extras & Deposits)

LEGAL CHARGES		
1	Documentation Charges / Legal Charges	Rs. 30,000 /-

EXTRA CHARGES		
1	Club Charges	Rs.100/- per Sq. Ft.
2	Generator Charge	Rs.75/- per Sq. Ft.
3	Transformer/HT/LT/Electrical Connection Services	Rs.150/- per Sq. Ft.
4	Formation of Association	Rs. 5000/- per flat

DEPOSITS		
1	Maintenance Deposits	Rs.42 per Sq. Ft. on SBU (1 Year)
2	Sinking Fund Deposit	Rs.30 per Sq. Ft. on SBU
3	WBSEDCL Security Deposit (for Individual meter)	As Per Actuals
4	Deposits for Rates and Taxes	As Per Actuals
5	Registration	As Per Actuals

Other Important Terms & Conditions	
GST and other taxes will be applicable as per Government Notification	
Payment shall be made within due date or interest @ 2% per month which shall be chargeable from the due date	
Cancellation Charges Rs.1,00,000/- to be deducted if cancelled before Agreement for Sale	
Cancellation Charges @10% of total consideration along with other charges as defined under head “cancellation Charges” in this Agreement, to be deducted if cancelled after Agreement for Sale	
Nomination Charges @1% of total consideration. Nomination is allowed only after 18 months of Agreement for Sale	

All Payments shall be in Cheque / DD favouring : "..... "
All the mentioned Prices / Charges / Policies are subject to revision any moment w/o any prior information.
NB: This sheet is only for internal reference & not be considered as cost sheet/official document.

Extras and Deposits

- All Extras and Deposits, as defined under this Agreement, shall be payable in favour of the Promoter, the Maintenance Agency appointed, or the Association of Allottees, as the case may be. All such deposits shall be paid by the Allottee as per **Schedule C** (Payment Plan).

Goods and Services Tax (GST)

- The Total Taxes (GST) on the consideration payable for the Said Apartment and on all Extras and Deposits shall be as per the rate applicable under law at the time of demand. The Allottee hereby undertakes and confirms to pay GST as and when the same is ascertained and intimated by the Promoter. The Allottee shall not raise any dispute or objection regarding the amount of such GST. The current applicable GST rates and amounts have been duly communicated to the Allottee.

Tax Deducted at Source (TDS)

- If applicable under the Income Tax Act, the Allottee shall deduct TDS on the consideration payable to the Promoter and shall deposit the same with the concerned authority within the time prescribed under law. The Allottee shall also provide the Promoter with satisfactory proof of such deposit within 30 (thirty) days from the date of deduction. Failure to do so shall constitute a default on the part of the Allottee, and the amount not so deposited or evidenced shall be treated as outstanding dues under this Agreement.

Exclusions from Total Price and Additional Outgoings

The Total Price, Additional Outgoings, and all other amounts specified in this Agreement exclude all present and future taxes, charges, levies, and cesses, whether applicable on:

- The transfer and sale of the Said Apartment to the Allottee(s),
- The construction or development of the Project, and
- The project cost or work contracts, including but not limited to: Goods and Services Tax (GST), Works Contract Tax (WCT), Value Added Tax (VAT), Education Cess, Labour Cess, Surcharge, Swachh Bharat Cess, Krishi Kalyan Cess, or any similar statutory imposts, whether presently applicable or imposed in future, or any increase thereof.

Such taxes shall be charged separately and recovered from the Allottee(s) on a pro-rata basis.

Liability for Penalty/Interest

- The Allottee(s) shall be liable to pay interest, penalty, and/or loss, if any, suffered by the Promoter due to the Allottee(s)'s failure or delay in payment of any taxes, cesses, or statutory

dues as mentioned herein.

Stamp Duty and Other Statutory Charges

- All stamp duty, registration charges, lease rentals, statutory charges, and other applicable taxes, levies, and cesses, due or levied by any statutory authority or local body with respect to the purchase and conveyance of the Said Apartment and the eventual transfer of the same to the Association of Unit Owners, shall be the sole responsibility of the Allottee(s).
- Such amounts are excluded from the computation of the Total Price and Additional Outgoings and shall be payable as per actuals.

SCHEDULE 'G'

(Specifications)

- **FOUNDATION-** RCC Foundation resting on cast -in -situ reinforced concrete bored piles complying with relevant IS code.
- **STRUCTURE FRAMEWORK:** Earthquake resistant RCC framed structure complying with relevant IS code.
- **BRICK WORK:** Eco-friendly, brickwork with Autoclaved Concrete (AAC) blocks used for better quality, thermal insulation, lighter structure and reduction of damp.
- **COMMON ROOF:** RCC roof with waterproofing and protective layer.
- **FINISHING OF EXTERIOR WALL:** Weather proof paint.
- **BALCONY :**
Door :
 - a) Aluminium sliding door with full glazing if attached to Living & Dining or flush door if attached to Bedroom
 - b) Railing: MS railing
 - c) Electrical :Provision for washing machine point
- **GROUND FLOOR LOBBY :** Well decorated and exclusive Lobby to access the Club area
- **LIVING/ DINING :**
 - a) Flooring: Vitrified tiles (2 x 2 ft)
 - b) Wall : Putty
 - c) Ceiling : Putty
 - d) Main Door: Flush door with teak finish on the external side
 - e) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
 - f) Electrical: Concealed copper wiring with modular switches of reputed make, provision for telephone, television point, intercom, AC point and Door Bell point at the main door entrance.
- **COMMON AREA :** Putty with paint finish
- **BEDROOMS :**
 - a) Flooring : Vitrified tiles (2 x 2 ft)

- b) Wall : Putty
- c) Ceiling : Putty
- d) Door : Wooden Frame with Flush Door
- e) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
- f) Electricals: Concealed copper wiring with modular switches of reputed make, provision for Television point and AC points.

- **KITCHEN :**

- a) Flooring : Vitrified / Ceramic Anti-skid Tiles or equivalent
- b) Wall: Putty finish, wall tiles up to 2 ft height over kitchen counter
- c) Ceiling : Putty finish
- d) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
- e) Counter: Granite platform with Stainless steel Sink.
- f) Electricals: Concealed copper wiring with modular switches of reputed make, provision for Refrigerator, water purifier, oven and Exhaust fan.

- **TOILET :**

- a) Flooring : Vitrified / Ceramic Anti-skid Tiles or equivalent
- b) Wall :Ceramic tiles upto door height
- c) Ceiling :Putty finish
- d) Door : Wooden Frame with Flush Door
- e) Sanitary: White Sanitary ware from reputed brands.
- f) CP Fittings: CP fittings from reputed brands.
- g) Electrical: Concealed copper wiring with modular switches of reputed make, provision for light, geyser and exhaust fan points.

- **LIFTS:** 3 nos Elevator of reputed make in each Tower and one exclusive Elevator for Club access.

SCHEDULE 'H'

(Allottees Restrictions and Covenants)

- Upon taking possession of the Said Apartment, the Allottee hereby covenants and agrees as follows:
- **Affirmative Covenants**
- The Allottee agrees:
 - a) To Co-operate with the co-Allottees and/or other allottees/purchasers and the Promoter in the management and maintenance of the said Tower/Project.
 - b) To observe the rules and regulations framed from time to time by the Promoter and/or upon formation of the maintenance agency or the Association of Allottees.
 - c) To Allow the Promoter and/or their authorized representatives and/or the maintenance agency or Association of Allottees to enter the Apartment and/or common parts and areas, including the utility room, for the purpose of inspection, maintenance, and repairs.
 - d) To Pay and bear common expenses, outgoings, rates, and taxes from the date of possession,

proportionately for the Tower/Project and/or common parts and wholly for the said Apartment, including making requisite deposits as detailed herein and in **Schedule E**, along with GST, to the Promoter or the maintenance agency or Association of Allottees, as the case may be. Such liability shall accrue from the date of notice of possession, irrespective of whether the Allottee has physically taken possession.

- e) To Deposit with the Promoter or the maintenance agency or Association of Allottees, as the case may be, such amounts as may be reasonably required towards the liability for taxes, rates, and outgoings.
 - f) To pay electricity charges wholly for the said Apartment and proportionately for the common areas.
 - g) To Use the said Apartment strictly for residential purposes only.
 - h) To Discharge all present and future rates, taxes, water charges, assessments, impositions, and outgoings payable in respect of the said Apartment.
 - i) To maintain the said Apartment in good and substantial repair and condition.
 - j) To Keep the Apartment clean and tidy, including cleaning both sides of windows and panels.
 - k) To Use the Community Hall only for small family functions or meetings of the Allottees. Cooking is strictly prohibited; only warming or final dressing of pre-cooked food is permitted in the pantry/kitchen.
 - l) Strictly follow and adhere to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association of Allottees with regard to usage and timings fixed in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium; To pay for, in case of exclusive use of community Hall, Pantry and electricity charges as may be fixed or determined by the Promoter and/or the Association of Allottees from time to time.
 - m) To ensure that all interior work of furniture, fixtures and furnishing of the said Unit/Flat or any repairs or renewals thereto, is carried out during day daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.
- **Negative Covenants**, independent of each other and are capable of being enforced independently
 - The Allottee further covenants not to:
 - a. Sub-divide the Apartment or parking space.
 - b. Obstruct completion of the Tower/Building.
 - c. Litter or accumulate refuse outside designated garbage areas.
 - d. Store or bring hazardous, combustible, or heavy items that may endanger the structure.
 - e. Hang or suspend heavy items from structural components.
 - f. Install air conditioners except at designated places and in accordance with the prescribed layout.
 - g. Store or display goods in the common areas.

- h. Damage flooring/ceilings or interfere with other residents' use of amenities.
- i. Use the Apartment for political meetings or offensive trade.
- j. Slaughter or display slaughtered animals, or offend religious sentiments.
- k. Permit auctions, exhibitions, or illegal, immoral, or nuisance activities.
- l. Store dangerous, flammable, radioactive, or corrosive substances.
- m. Discharge oil, grease, or hazardous effluents into the drainage system.
- n. Obstruct use of common areas by other residents.
- o. Damage or demolish any part of the unit or fittings.
- p. Alter verandahs, balconies, colour schemes, or elevation without approval.
- q. Install protruding window grills without approval; only internal grills as designated are permitted.
- r. Do anything to render void any insurance or cause increased premiums.
- s. Make structural changes without prior written consent.
- t. Install private antennas on roofs or terraces.
- u. Use the Apartment for any commercial, industrial, or non-residential activity, or misuse the parking space (e.g., by constructing enclosures or permitting stay of persons therein).
- v. Violate building rules framed by the Promoter or Association.
- w. Display raw meat or conduct animal sacrifices in common areas.
- x. Hurt or injure sentiments of other residents.
- y. Use service areas or car parking areas for any purpose other than as earmarked.
- z. Claim rights over the roof of the lift machine room, overhead tank, stair headroom, or façade; these remain exclusively with the Promoter, including for hoardings, advertisements, etc.
- aa. Use allotted car parking space only for a passenger car.
- bb. Use parking only for car/two-wheeler, as designated.
- cc. Permit residence or alternate usage in parking space.
- dd. Park vehicle in a manner obstructing others.
- ee. Wash car in the parking space without cleaning it thereafter.
- ff. Cover or construct on parking space or open areas.
- gg. Store items in parking space.
- hh. Violate parking rules framed by the maintenance agency or Association.
- ii. Transfer parking space separately from the Apartment.
- jj. Hold the Promoter liable if parking facility is temporarily or permanently disrupted.
- kk. Not to obstruct, raise any objection during construction phase and during construction of Tower-I in phase 2.
- ll. Encumber the said Apartment in any manner except for raising the housing loan from the reputed financial Institution or Bank, for payment of the consideration price under this Agreement, prior to registration of Sale Deed for the said Apartment in favour of the

Allottee.

- Further, in the case of a mechanical parking system, the Allottee shall strictly abide by the usage norms and safety regulations prescribed by the Promoter or Association.

○ **Allottee Covenants relating to Club:**

1. The allottee shall have a right to use the club facilities on a non-exclusive and non-transferable basis.
2. Club facilities are usually appurtenant to ownership of the Apartment and cannot be separately sold, leased or disposed of.
3. All allottees are deemed to become automatic members of the club upon possession.
4. The membership is co-extensive with Apartment ownership and shall cease upon transfer of the Apartment.
5. Allottees must pay periodic usage/maintenance charges as to be decided by the Promoter and/or the Association of Allottees from time to time for upkeep and running of the club.
6. Delay in payment may attract interest and suspension of access.
7. Upon sale or transfer of the Apartment, membership rights in the club automatically pass to the new buyer, subject to compliance and payment of applicable charges.
8. Club facilities cannot be used for commercial purposes or sub-letting, unless explicitly permitted under the club rules.
9. The club may be operated by the Promoter and/or the Association of Allottees or a professional agency.
10. Promoter may retain initial control till handover to the association.
11. Allottees must adhere to the rules and regulations framed for club usage, including guest policies, dress code, timings, etc.
12. Misconduct may lead to suspension of access.
13. Facilities are for common benefit of all project allottees and cannot be restricted to a particular group or Tower.
14. Allottees shall keep the association/promoter indemnified against any liability, damage, or injury caused by their actions or misuse of club facilities.

- The Allottee further acknowledges for the **maintenance** of the building/ Apartment/ Project.

○ **Appointment of Maintenance Agency / Formation of Association**

- a. The Allottee acknowledges that maintenance of the Common Areas, parts, portions, amenities, and supply of services is for the collective benefit of all apartment owners. Accordingly, the Allottee hereby irrevocably authorizes the Promoter to appoint a Maintenance Agency on such terms and conditions as the Promoter may, in its sole discretion, deem fit and proper. The said

Maintenance Agency shall be responsible for the maintenance and management of the Common Areas and for the provision of common services.

- b. The Allottee shall be liable to pay monthly/quarterly/annual Service Charges to the Maintenance Agency as per the rates applicable and notified from time to time.

- **Interim Maintenance by Promoter**

- a) Until the formation of the Association of Allottees and/or appointment of a Maintenance Agency, the Promoter shall be responsible for maintaining the Common Areas and rendering essential common services. The Allottee shall be liable to pay monthly/quarterly/annual interim Service Charges to the Maintenance Agency as per the rates applicable and notified from time to time.

- **Transfer of Maintenance to Association**

- a) Upon formation of the Maintenance Agency appointed or the Association of Allottees, the said entity shall take over control and management of the Common Areas and shall thereafter be responsible for the maintenance and provision of common services.

- **Formation and Membership of Association**

- a) The Allottee acknowledges that the Apartment owners shall, amongst themselves, form an Association of Allottees, which may be constituted as a society, company, syndicate, association of persons.
- b) The Allottee agrees to become a member of such Association and to abide by its rules, regulations, and bye-laws as may be framed from time to time.

- **Proportionate Payment of Taxes**

- a) Until such time that each Apartment is separately mutated and assessed by the competent authority, the Allottee shall pay the proportionate share of all taxes, rates, and outgoings assessed on the overall land/project. Such payments shall be made within 7 (seven) days from the date of demand raised by the Promoter or the Maintenance Agency or the Association of Allottees, and the Allottee's share shall be determined based on the carpet area of the Apartment in proportion to the total carpet area of the Project.

- **Responsibility to Provide Essential Services**

- a) The Promoter shall continue to provide and maintain essential services in the Project until such time as the Association of Allottees takes over maintenance responsibilities upon issuance of the Completion Certificate. The Allottee shall pay the cost of such services to the Promoter from the date of the Completion Certificate until the handover to the Association.

- **Definition of Maintenance Expenses**

- a) "Maintenance Charges" or "Common Expenses" shall include all costs related to maintenance, management, repair, and administration of the Common Areas and Installations and for provision

of common services to the Allottees. This includes, but is not limited to, expenses detailed in **Schedule E** of this Agreement.

○ **Right to Use Common Areas Subject to Payment**

- a) The Allottee agrees and acknowledges that his/her/their right to use the Common Areas and Common Facilities is conditional upon the timely payment of all maintenance charges and performance of obligations under this Agreement and the rules of the Maintenance Agency or the Association of Allottees.

○ **Consequences of Non-Payment**

- a) In case of non-payment of maintenance and service charges as indicated in this Agreement and also in **Schedule F** or as revised from time to time, the Allottee shall be liable to pay interest at the rate of **2% (two percent) per month** on the outstanding amount.
- b) If such default continues for a period of 60 (sixty) days, the Promoter and/or the Maintenance Agency or the Association of Allottees shall be entitled, without prejudice to other remedies, to:
- Discontinue electricity supply to the Apartment.
 - Disconnect or discontinue water supply.
 - Withhold the use of lifts by the Allottee, their family members, and visitors.
 - Discontinue DG power backup facility.

○ **Interest and Recovery Costs**

- a) The interest shall continue to accrue at **2% (two percent) per month** on all unpaid amounts until fully paid. Additionally, such facilities shall not be restored until the Allottee clears the full amount in arrears along with:
- Accrued interest,
 - Legal costs,
 - Collection charges, and
 - Reasonable attorney's fees incurred by the Promoter, Maintenance Agency, or Association of Allottees for enforcement and recovery.
- The aforesaid negative covenants are independent of each other and are capable of being enforced independently.
- The Allottee acknowledges that the benefit of clause 12 (Defect Liability) shall be subject to following condition: **provided that** such defect is not occasioned because of any act deed or thing on the part of the Allottee or any person claiming through or under the Allottee or because of non-use and/or improper use and/or :

- a) Any negligence and/or laches on the part of the Allottee
 - b) Any act deed or thing on the part of any third party
 - c) Any act of vandalism or destruction on the part of any person.
 - d) Due to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole. However If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee.
- The Allottee further acknowledges that the Promoter shall not be further liable to rectify any defect occurring under the following circumstances:
- a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - d) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
 - e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise Towers and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost, excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than **20** Degree Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
 - f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.

- g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.
 - h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- **Allottee Further covenants:**
 - a) The Allottee further agrees that in the event the unconsumed and any additional Floor Area Ratio (FAR) is permitted and sanctioned by the competent sanctioning authority in future, the Promoter shall be entitled to utilize and consume such additional FAR vertically over the existing Towers as per the sanctioned building regulations, without requiring any consent or objection from the Allottee. The Allottee expressly agrees and undertakes not to raise any objection or claim in respect of such additional construction, nor shall the Allottee be entitled to claim any compensation, consideration, or adjustment on account of any reduction in the proportionate share in land, common areas, or otherwise, arising out of such utilization of the unconsumed and any additional FAR by the Promoter. Provided however, the Promoter shall ensure that the Allottee's Apartment remains safe, structurally secured, and that possession, use, and enjoyment of the Apartment by the Allottee is not disturbed or interfered with during or after the execution of any such additional construction.
 - b) The Allottee fully comprehends, acknowledges and accepts that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the Apartment bears to the currently proposed area of the Project **(2)** if the area of the Project is recomputed by the Promoter/Owner, integrate or add (notionally or actually), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein **(3)** the Allottee shall not demand any refund of the total consideration paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and **(4)** the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Owner, in its absolute discretion.

- c) Further the Allottee acknowledges that, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- d) Further the Allottee acknowledges that the Promoter/owners will not entertain any request for modification in the internal layouts of the Unit of the Tower. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date as a permissive possession for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter/owners in writing and that the right of such access may be withdrawn by the Promoter/owner at any time without assigning any reasons.
- e) Further the Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show / model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in **Schedule-G** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- f) Further the Allottee acknowledges that in the event of the Allottee obtaining any financial assistance and / or housing loan from any bank financial institution the Promoter / owner shall act in accordance with the instructions of the bank financial institution in terms of the agreement between the Allottee and the Bank financial institution, SUBJECT HOWEVER the Promoter / owner being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter / owner shall assume any liability and/or responsibility for any loan and / or financial assistance which may be obtained by the Allottee from such bank Financial Institution.
- g) Further the Allottee acknowledges that in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of

construction, the Promoter / owner, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter / owner shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Schedule-G**.

- h) Further the Allottee acknowledges that the right of the Allottee shall remain restricted to his / her / their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
- i) Further the Allottee acknowledges that in the event of cancellation of allotment the balance amount of money paid by the allottee (other than Taxes paid by the allottee and / or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter / owners to the Allottee without interest, out of the amounts received by the Promoter / owners against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter / owners.
- j) Further the Allottee acknowledges that the Allotment is personal, and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire consideration and other amounts in terms of this Agreement and registered Deed of Sale, the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder 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.

SCHEDULE 'I'

(Devolution/Details of Registered Deeds of ownership)

Whereas:

1. By the following several sale deeds, the Owners herein have purchased and acquired the said land, for the consideration and on the terms and conditions therein mentioned.

L.R. Dag Nos.	Owner No.1 Purchased Area (Dec.)	Deed No. (Owner No.1)	Owner No.2 Purchased Area (Dec.)	Deed No. (Owner No.2)
879	8.3925 out of 8.52	Deed No. 00145 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.5062 out of 3.2	Deed No. 00136 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	0.13875	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	25.89	Deed No. 00176 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	11.68	Deed No. 00137 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	0.4836 out of 0.553	Deed No. 03449 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	10.18	Deed No. 00224 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
968	1.968 out of 2.25	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.1175	Deed No. 10664 of 2024 and duly registered at the Office of A.D.S.R. Bhangore
971	0.74	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas		
	8.57	Deed No. 00240 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
	20.1288 out of 20.91	Deed No. 00241 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		

972	12	Deed No. 03175 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas		
		Deed No. 03176 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas		
		Deed No. 10215 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		
		Deed No. 10538 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		
		Deed No. 10543 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		
973	84.49	Deed No. 10784 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		
		Deed No. 00392 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
974			4.28	Deed No. 00125 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
976	0.884	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas	6.724 out of 17.0575	Deed No. 00754 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	4.75	Deed No. 00513 of 2024 and duly registered at the	11.0675 out of 11.38	Deed No. 00755 of 2024 and duly registered at the

		Office of D.S.R. IV South 24 Parganas		Office of D.S.R. V South 24 Parganas
	1.06 out of 6.26	Deed No. 00138 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	9.843 out of 11.38	Deed No. 00700 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	3.52	Deed No. 11339 of 2023 and duly registered at the Office of D.S.R. IV South 24 Parganas		

2. The Owners herein after purchasing the said premises and caused their names mutated in the Assessment records of the B.L. & L.R.O. vide **L.R. Khatian Nos.4135, 4751, 4149 and 3919** respectively. It may be noted that L.R. Khatian No.4751 was mutated after the registration of the herein below recited Joint development Agreement **dated 6th November,2024.**

3. The Owners herein got the classification of the said land comprised in the said premises converted to Bastu under Section 4C of the West Bengal and Reforms Act,1955 vide the following Conversion Orders issued by the Government of West Bengal, Revenue Office, B.L.&L.R.O, Bhangore - 2, South 24 Parganas (which was completed either before the acquisition in the name of erstwhile owner and/or after acquisition of their respective share in the said Dags).

- Conversion Order dated 15.03.2023 vide Case No. CN/2022/1603/1775 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 15.03.2023 vide Case No. CN/2022/1603/1776 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 14.06.2024 vide Case No. CN/2024/1603/1459 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1156 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1222 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1200 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1403 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1565 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1567 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1647 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.

- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1172 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1171 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1170 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1169 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1168 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1167 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1165 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1164 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1163 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1160 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.

4. Subsequently the Owners and the Promoter entered into a Joint Development Agreement **dated 6th November, 2024**, registered in **Book I, Volume No.1602-2024, pages from 499019 to 499072, being No.160214786 for the year, 2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE**, the Owners with the intent of undertaking the development of the said Land, granted the exclusive right of development in respect of the said Land unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement and subsequently the Owners herein vide Development Power of Attorney dated **6th November, 2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year, 2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE** in connection therewith. In terms of the said Development Agreement it has been agreed between the Promoter and the Owners that the realizations as defined therein accruing consequent to sale and transfer of any flat/apartment in the said Tower will be shared between the Owner/s and the Promoter in a manner whereby the Owner/s shall be entitled to **34%** and the Promoter shall be entitled to retain for itself the remaining **66%** as per understanding mentioned under **Article I and XII** of the Joint Development Agreement **dated 6th November, 2024**.

5. Pursuant to the execution and registration of the Development Agreement, it was mutually decided between the Owners and the Promoter to develop a residential project over the said Project Land in two phases, comprising of two towers, namely **Tower No. 1 and Tower No. 2**. The said project shall be known and identified as "**RIDDHI SIDDHI IKON**" (hereinafter

referred to as the "Project").

6. In furtherance of the said intention, the Promoter, jointly with the Owners, obtained a sanctioned building plan from the South 24 Parganas Zilla Parishad vide **Plan No. 984/114/KMDA** dated 23.06.2025, along with the connected Permission Letter dated 28.06.2025, for the development of Phase-I of the Project.
7. Phase-I of the Project comprises:
 - Tower No. 2, being a G+XVI storied building; and
 - Tower No. 1, being a G+2 storied building (part).
8. The Ground Floor and First Floor of both Tower No. 1 and Tower No. 2 have been earmarked and reserved for car parking spaces, common amenities, and facilities, as more fully depicted in the sanctioned plan.
9. The superstructure of Tower No.2 comprises a total of **117 (One Hundred Seventeen) Residential Apartments**, situated from the Second Floor to the Sixteenth Floor, as more fully delineated in the sanctioned plan.
10. Tower No.1 contains **05 (Five) Residential Apartments** located exclusively on the Second Floor, as more fully depicted in the sanctioned plan.
11. Both the towers are interconnected on the First Floor via Car Parking Spaces and on the Second Floor via a podium, which accommodates common amenities, landscaped areas, and related facilities, as per the sanctioned plan.
12. Pursuant to terms of the development Agreement, the Promoter along with the owners got (i) No Objection Certificate from Airport Authority of India on 24.10.2024 vide NOC ID No.KOLK/EAST/B/101624/1286414, (ii) Fire Clearance from Government of West Bengal, Office of the Director General, West Bengal Fire & Emergency Services on 27.12.2024 vide Memo No.FSR/211862406300007167 and (iii) No Objection for Microwave clearance from BSNL on 31.12.2024 vide NOC NO.CN-E-15/22/4/2021-HQ-PROJECT-I-KOL-CN-E/, which is required for commence and completion of project along with the sanction plan.
13. The Promoter has already commenced construction of Phase-I in accordance with the sanctioned plan and the terms and specifications laid down in this Agreement.

Definitions:-

- Unless repugnant to the context or meaning, the following expressions shall have the meanings assigned to them hereunder:

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2017;
- b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) **“Regulations”** means the Regulations made under the Act and Rules;
- d) **“Section”** means a section of the Act;
- e) **“Apartment”** shall mean and include the independent unit agreed to be sold by the Promoter/Developer to the Allottee/Purchaser under this Agreement, along with the right to use the balcony(ies), toilet(s), internal walls and other appurtenant fixtures and fittings, including undivided proportionate share in the Common Areas and in the land on which the Project is being constructed.
- f) **“Carpet Area”** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment. The Carpet Area shall be computed in accordance with the provisions of of the West Bengal Housing Industry Regulation Act, 2017.
- g) **“Built-up Area”** shall mean the Carpet Area of the Apartment plus the area covered by the external walls and the areas of exclusive balconies, verandahs, and terraces appurtenant to the said Apartment.
- h) **“Super Built-up Area”** shall mean the Built-up Area of the Apartment along with the proportionate share in the Common Areas and facilities of the Project, including but not limited to corridors, staircases, lift wells, lift lobbies, service areas, clubhouses, security rooms, common toilets, lobbies, and other common portions as may be declared by the Promoter from time to time.
- i) **“Common Areas, portions and amenities”** shall mean and include the areas mentioned in **Schedule D** in this Agreement:
- j) **“Common Expenses”** shall mean all expenses incurred towards maintenance, repair, upkeep, security, insurance, property tax of the Common Areas, salaries of common staff, and all other outgoings incurred collectively for the benefit of all Apartment owners in the Project, more fully mentioned in **Schedule E** in this Agreement.
- k) **“Undivided Proportionate Share in Land”** or “Undivided Share of Land” (UDSL) shall mean the proportionate, indivisible, and impartible share in the total land underneath the Project, appurtenant to and corresponding with the Carpet Area of the Apartment, which shall be held in common with other purchasers of units in the Project.
- l) **“Architect”** shall mean the Architect or architectural firm engaged by the Promoter for designing the Project and obtaining approvals and sanctions from the competent authorities.
- m) **“Advocates”** shall mean the legal practitioners appointed or retained by the Promoter for carrying out documentation and conveyance pertaining to the Project and the Apartment.
- n) **“Sanctioned Plan”** or “Approved Plan” shall mean the building plan(s), layout plan, and specifications, as approved and sanctioned by the competent Panchayat or statutory authorities

from time to time, including all permitted revisions, extensions, modifications and amendments thereof.

- o) **“Roof”** shall mean and include the top surface of the last floor slab of the building, which is exposed to the open sky, and shall form part of the Common Areas always.
- p) **“Project”** shall mean the entire real estate development comprising residential and/or other structures, constructed or to be constructed on the Land, including Common Areas, facilities and amenities, and as described in the Schedule annexed hereto, and as registered under West Bengal Housing Industry Regulation Act.
- q) **“Land”** shall mean all that piece and parcel of land on which the Project is being developed and constructed, as more fully described in **Schedule ‘A’** to this Agreement, together with all rights, easements, liberties, privileges, licenses, and appurtenances belonging or relating thereto.
- r) **“Promoter”** shall mean the person(s) or legal entity(ies) developing the Project on the Land either in capacity as owner or under a development agreement or collaboration/joint venture with the Landowner, and duly registered as Promoter with West Bengal Real Estate Regulation Act for the Project.

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

SIGNED AND DELIVERED by the
PROMOTER at Kolkata:

SIGNED AND DELIVERED by the
OWNER/S at Kolkata:

SIGNED AND DELIVERED by the
ALLOTTEE(S) at Kolkata:

All in the presence of common:

Witnesses:

1.

2.

SKLath & Co. Advocates