

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this the day of
Two Thousand Twenty Six (2026)

-BETWEEN-

(1) KAY VEE PROJECTS LLP (PAN: AAZFK7496D), LLPIN-ABZ-4327,
(formerly known as KAY VEE PROJECTS PRIVATE LIMITED) a Limited
Liability Partnership Firm form and incorporated under The Limited Liability
Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani,
Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station:

Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns) ;

(2) TARLI PROPERTIES LLP (PAN: AATFT9317N), LLPIN-ABZ-4122, **(formerly known as TARLI PROPERTIES PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns);

(3) TARLI ENCLAVE LLP (PAN: AATFT9326M), LLPIN-ABZ-4326, **(formerly known as TARLI ENCLAVE PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns);

(4) PRASANA COMPLEX LLP (PAN: ABCFP9048A), LLPIN-ABZ-3974, **(formerly known as PRASANA COMPLEX PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns);

(5) SAMBHA COMPLEX LLP (PAN: AEWFS5489K), LLPIN-ABZ-4325, **(formerly known as SAMBHA COMPLEX PRIVATE LIMITED)** a Limited

Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns) ;

(6) PRASANA ENCLAVE LLP (PAN: ABCFP9361L), LLPIN-ABZ-4640, **(formerly known as PRASANA ENCLAVE PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns);

(7) PRASANA PLAZA LLP (PAN: ABCFP8155C), LLPIN-ABZ-1542, **(formerly known as PRASANA PLAZA PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017,duly represented by their **constituted attorney MR. SUSHIL CHAMARIA** son of Shri Ram Gopal Chamaria, by faith- Hindu, by occupation Business, by nationality- Indian, having **Aadhaar No. 5255 0470 1277** and having **PAN: ACRPC3968L** residing at IDEAL ROYAL, 177 Manicktala Main Road, Kankurgachi, Kolkata – 700054 by virtue of **Power of Attorney dated 22.05.2024 and registered at the office of the ARA IV Kolkata and recorded in Book No - I Volume No 1904-2024 pages from 453574 to 453604 being No 190408444 for the year 2024**, hereinafter collectively called as the **OWNERS/VENDORS**, (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns), of the **ONE PART**

-AND-

RICHMOND RAWALWASIA DEVELOPERS LLP, (having **PAN:AAXFR8824N**) a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 86A, Topsia Road South, 9th Floor, Topsia, Kolakata-700046 and duly represented by its **authorised signatory MR. SUSHIL CHAMARIA** son of Shri Ram Gopal Chamaria, by faith- Hindu, by occupation Business, by nationality- Indian, having **Aadhaar No. 5255 0470 1277** and having **PAN: ACRPC3968L** residing at IDEAL ROYAL, 177 Manicktala Main Road, Kankurgachi, Kolkata-700054, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns of the **SECOND PART**;

-AND-

-----having **PAN:.....** and having **AADHAR No.....**) son of -----, by faith- Hindu, by nationality-Indian, residing at -----P.O.& P.S....., Pin Code:....., hereinafter referred to as the **PURCHASER**(which term or expression shall unless excluded by or repugnant to the subject or context be deeded to mean and include **his** heirs, legal representatives and assigns) of the **OTHER PART**;

The **OWNERS/VENDORS/DEVELOPER** and the **PURCHASER(S)**, hereinafter c collectively referred to as the **Parties** and individually as a **“Party”**.

WHEREAS:

- A. The Owners/Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute Owners of **ALL THAT** pieces and parcels of land measuring **368.02**

decimal, more or less, at Mouza Domjur, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, as morefully described in the **Part-I** of the **SCHEDULE-A** hereunder written.

- B. The Developer is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute Owners of **ALL THAT** the pieces and parcels of land measuring **total area of 44.95 satak** more or less lying and situate at **Mouza- Domjur**, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, as morefully described in the **Part-II** of the **SCHEDULE-A** hereunder written

The details of the land as stated in the **Part-I** of the **Schedule-A** and **Part-II** of the **Schedule-A**, hereinafter jointly referred to as “the **Said Property**”).

- C. The “**Devolution of Title**” of the **said property** as morefully and particularly described in the **Part-III** of the **SCHEDULE-A** hereunder.
- D. The **said Property** has been earmarked by the **OWNERS/VENDORS/DEVELOPER** for the purpose of development by constructing multistoried building and the said project shall be known as “**SHREE SKY HOMES**” (“**Project**”).
- E) By an **Agreement for Development** dated **22nd** May 2024, registered at the office of the A.R.A. IV Kolkata and recorded in Book No.I, Volume No.1904-2024 pages: 417391 to 417476 being No. 190407498 for the year **2024** made between the OWNERS and the DEVELOPER, the OWNER have entrusted upon the DEVELOPER the right of Development of the said property, and the project shall be known as “**SHREE SKY HOMES**” (“**Project**”); hereinafter referred to as the said **Development Agreement**.

- F) By a POWER-OF-ATTORNEY **dated 22nd May 2024** registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No 1904-2024, pages: 453574 to 453604 being No 190408444 for the year **2024, RICHMOND RAWALWASIA DEVELOPERS LLP** as his constituted attorney to carry out all works in terms of the **Development Agreement dated 22nd May 2024** for development of the said Property;
- H. The **Howrah Zilla Parishad** has granted Sanction of the building plan for development of the project submitted by the **OWNERS/VENDORS/ DEVELOPER** being sanction Building **Plan No. HI23L11X0 dated 25th April 2025** for construction of **(G+12) Ground plus 12-storeyed Building.**
- I. The **OWNERS/VENDORS/ DEVELOPER** have registered the project under the provisions of the **Real Estate Registration Act, 2016 (Act of 2016)** shall be applicable to the project. **The project will be developed in Phases. So Registration under Act of 2016 can be done for a particular building for a particular phase or alongwith other buildings for other phases.**
- J. The **OWNERS/VENDORS/DEVELOPER** is fully competent to enter into this Agreement.
- K. The Purchaser(s) has been allotted by the **OWNERS/VENDORS/DEVELOPER ALL THAT** the **residential unit/flat/apartment** on the**Floor** of the New BUILDING namely “-----”, **havingsq.ft. carpet area more or less (super built up areasq.ft.) more or less and (built up areasq.ft.) more or less** in the new building to be constructed on the **said property**, lying and situate at **Mouza- Domjur**, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur,

District Howrah, West Bengal, Pin Code- 711204 TOGETHERWITH proportionate share of the land comprised **under the new building** attributable thereto TOGETHERWITH the proportionate share in all common parts portion's areas and facilities **in the new building**, hereinafter referred to as the **saidUnit** as morefully and particularly described in **SCHEDULE-B** hereunder written.

- L. At or before execution of this Agreement:
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. 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;
- O. 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 in to this Agreement on the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **Developer** with the consent and concurrence of the **OWNERS/VENDORS/DEVELOPER** do hereby agree to sell and the **Purchaser(s)** hereby agrees to purchase the Unit as specified in paragraph- J;

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 **OWNERS/VENDORS/DEVELOPER** and the **Developer** have agreed to sell to the **Purchaser(s)** and the **Purchaser(s)** hereby agrees to purchase, the Unit as specified in paragraph-K and it was described in the schedule-B herein manner:-

- 1.2 The Total Price for the Unit on the Carpet area of the Unit is **Rs...../-** (Rupees) only as per details given in **SCHEDULE-D** hereunder written (the Total price) which means Unit Price, other Price Charges Plus GST.

The Total Price has been arrived at in the following manner:-

Sl.	description	Amount (Rs.)	GST. (Rs.)	Total (Rs.)
A.	Cost at Unit		5%	
B.	Cost of the covered car Parking on the Ground Floor.	-	5%	-
C.	Other charges:			
	(a)transformer & Common meter.	75000.00	18%	
	(b) maintenance deposit	36000.00 (2 Bhk) 48000.00 (3 Bhk)	18%	
	(c)Electric Meter application	On Actual		
	(d) Club Charges	25000.00	18%	
	(e) Power Back up	25000.00	18%	
	(f) Legal Fees	11000.00	18%	
	(g) Sinking Fund	25000.00	18%	

	(h) Association Formation Charges.	On Actual		
	(i) Electric Meter Deposit. Total (Others Charges)	On Actual		
			Total :	
	Grand Total (A+C)			

Explanation:

(i) The Total Price above includes the booking amount paid by the **Purchaser(s)** to the **Developer** towards the Unit;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **Developer** 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 **Developer**) up to the date of handing over the possession of the Unit:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **Purchaser(s)** to the **Developer** shall be increased/ reduced based on such change/ modification;

(iii) The **Developer** shall periodically intimate to the **Purchaser(s)**, the amount payable as stated in (i) above and the **Purchaser(s)** shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the **Developer** shall provide to the **Purchaser(s)** 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 Unit includes: Pro-rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the **Purchaser(s)** 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 **Developer** undertakes and agrees that while raising a demand on the **Purchaser(s)** for increase in development charges, cost/charges imposed by the competent authorities, the **Developer** shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the **Purchaser(s)**, which shall only be applicable on subsequent payments.

The **Purchaser(s)** shall make the payment as per the payment plan set out in **SCHEDULE-D** ("Payment Plan") and in addition to that the Purchaser(s) shall have to pay the amounts before taking over possession of the **said Unit**, as morefully and particularly described in the **SCHEDULE-E** hereunder written.

The **OWNERS/VENDORS/DEVELOPER** may allow, in its sole discretion, a rebate for early payments of installments payable by the **Purchaser(s)**.

The **Developer** shall confirm the final saleable area that has been allotted to the **Purchaser(s)** 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 **Developer**. If there is any reduction in the Saleable area within the defined limit then **Developer** shall refund the excess money paid by **Purchaser(s)** within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the **Purchaser(s)**. If there is any increase in the carpet area allotted to **Purchaser(s)**, the **Developer** shall

demand that from the **Purchaser(s)** as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed.

Subject to above the **Developer** agrees and acknowledges, the **Purchaser(s)** shall have the right to the Unit as mentioned below:

- (i) The **Purchaser(s)** shall have exclusive ownership of the Unit;
- (ii) The **Purchaser(s)** shall also have undivided proportionate share in the Common Areas **appurtenant to the building where the units situates**. Since the share / interest of **Purchaser(s)** in the Common Areas is undivided and cannot be divided or separated, the **Purchaser(s)** 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 **Purchaser(s)** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. **It is clarified the common area and facility pertaining to the unit shall also be used as common areas and facilities pertaining to other buildings to be developed in other Phases and Purchaser under no circumstances shall raise any objection with regard thereto.** It is **further** clarified that the **Developer** shall convey undivided proportionate title in the common areas to the association of **Purchaser(s)** as provided in the Act, the common areas and installations in the project, as morefully and particularly described in the **SCHEDULE-C** hereunder written.
- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of[not only] the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing

all other facilities as provided within the Project.

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

It is understood by the **Purchaser(s)** that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority.

The **Developer** agrees to pay all outgoings before transferring the physical possession of the Unit to the **Purchaser(s)**, which it has collected from the **Purchaser(s)**, 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 **Developer** fails to pay all or any of the outgoings collected by it from the **Purchaser(s)** or any liability, mortgage loan and interest thereon before transferring the Unit to the **Purchaser(s)**, the **Developer** 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 there for by such authority or person.

The **Purchaser(s)** has paid a sum of **Rs...../-only**(inclusive GST)as Booking Amountonlyas booking amount being part payment towards

the Total Price of the Unit at the time of Allotment No.-----the receipt of which the **Developer** hereby acknowledges and the **Purchaser(s)** hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as may be demanded by the **Developer** within the time and in the manner specified therein:

Provided that if the **Purchaser(s)** 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 **Developer** abiding by the construction milestones, the **Purchaser(s)** shall make all payments, on demand by the **Developer**, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of **OWNERS/VENDORS/DEVELOPER** payable at Collection.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The **Purchaser(s)**, 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 **Developer** with such permission, approvals which would enable the **Developer** 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 **Purchaser(s)** 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.

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

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

The **Purchaser(s)** authorizes the **Developer** 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 **Developer** may in its sole discretion deem fit and the **Purchaser(s)** under takes not to object/ demand/ direct the **Developer** to adjust his payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the **Developer** as well as the **Purchaser(s)**. The **Developer** shall abide by the time schedule for completing the project and handing over the Unit to the **Purchaser(s)** and the common areas to the association of the **Purchaser(s)** after receiving the occupancy certificate and/or the completion certificate or both, as the case may be. Similarly, the **Purchaser(s)** shall make timely payments of the installment and other dues payable by him/ her/ it and meeting the

other obligations under the Agreement subject to the simultaneous completion of construction by the **Developer** as provided in SCHEDULE-D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ UNIT

The **Purchaser(s)** has seen the specifications of the Unit and accepted the Payment Plan, floor plans, layout plans [annexed alongwith this Agreement] which has been approved by the competent authority, as represented by the **Developer**. The **Developer** shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **Developer** 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 **Howrah Zilla Parishad** 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 **Developer** shall constitute a material breach of the Agreement. The specification of the said Unit, as morefully particularly described in the **SCHEDULE-F** hereunder written.

7. POSSESSION OF THE UNIT/ PLOT

- 7.1 **Schedule for possession of the said Unit:** The **Developer** agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The **Developer**, based on the approved plans and specifications, assures to hand over possession of the Unit on or before-----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 **Purchaser(s)** agrees that the **Developer** shall be titled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions

are not of a nature which make it impossible for the contract to be implemented. The **Purchaser(s)** agrees and confirms that, in the event it becomes impossible for the **Developer** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **Developer** shall refund to the **Purchaser(s)** the entire amount received by the **Developer** from the allotment within 45 days from that date. The **Developer** shall intimate to the Allotee about such termination at least 30 (Thirty) days prior to such termination. After refund of the money paid by the **Purchaser(s)**, **Purchaser(s)** agrees that he/ she shall not have any rights, claims etc. against the **Developer** and that the **Developer** shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The **Developer**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the **Purchaser(s)** in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the **Developer** shall give possession of the Unit to the **Purchaser(s)**. The **Developer** agrees and undertakes to indemnify the **Purchaser(s)** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **Developer**. The **Purchaser(s)** agree(s) to pay the maintenance charges as determined by the **Developer**/ association of **Purchaser(s)**, as the case may be. The **Developer** on its behalf shall offer the possession to the **Purchaser(s)** in writing withindays of receiving the occupancy certificate of the Project.
- 7.3 **Failure of Purchaser(s) to take Possession of Unit:** Upon receiving a written intimation from the **OWNERS/VENDORS/ DEVELOPER** as per clause 7.2, the **Purchaser(s)** shall take possession of the Unit from the **Developer** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **OWNERS/VENDORS/DEVELOPER** shall give possession of the Unit to

the **Purchaser(s)**. In case the **Purchaser(s)** fails to take possession within the time provided in clause 7.2, such **Purchaser(s)** shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Purchaser(s)**– After obtaining the occupancy certificate and handing over physical possession of the Unit to the **Purchaser(s)**, it shall be the responsibility of the **Developer** 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.

7.5 **Cancellation by Purchaser(s)**– The **Purchaser(s)** shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the **Purchaser(s)** proposes to cancel/withdraw from the project without any fault of the **Developer**, the **Developer** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the **Purchaser(s)** shall be returned by the **Developer** to the **Purchaser(s)** within 45 days of such cancellation.

7.6 **Compensation**–

The **OWNERS/VENDORS/DEVELOPER** shall compensate the **Purchaser(s)** 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.

Except for occurrence of a Force Majeure event, if the **Developer** fails to complete or is unable to give possession of the Unit (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 **Developer** shall be liable, on demand to the **Purchaser(s)**, in case the **Purchaser(s)** 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 Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the **Purchaser(s)** does not intend to withdraw from the Project, the **Developer** shall pay the **Purchaser(s)** interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/VENDORS/DEVELOPER

The **Developer** hereby represents and warrants to the **Purchaser(s)** as follows:

- (i) The **OWNERS/VENDORS/DEVELOPER** has absolute, clear and marketable title with respect to the said Land; the requisite rights to carryout development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The **OWNERS/VENDORS/DEVELOPER** has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the **Developer** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas;

- (vi) The **Developer** 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 **Purchaser(s)** created herein, may prejudicially be affected;
- (vii) The **OWNERS/VENDORS/DEVELOPER** has not entered into any agreement for sale and/or any other agreement /arrangement with any person or party with respect to the said property, including the Project and the said Unit which will, in any manner, affect the rights of **Purchaser(s)** under this Agreement;
- (viii) The **OWNERS/VENDORS/DEVELOPER** confirms that the **OWNERS/VENDORS/DEVELOPER** is not restricted in any manner whatsoever from selling the said Unit to the **Purchaser(s)** in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the **Developer** shall handover lawful, vacant, peaceful, physical possession of the Unit to the **Purchaser(s)** and the common areas to the Association of the **Purchaser(s)**;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nominee or has any right, title and claim over the Schedule Property;
- (xi) The **Developer** has duly paid and shall continue to pay and discharge all government all 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) The project will be developed in Phases. So Registration under Act of 2016 can be done for a particular building for a particular phase or alongwith other buildings for other phases

- (xiii) 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 **Developer** in respect of the said Land and/or the Project;
- (xiv) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. **Developer** fails to provide ready to move in possession of the Unit to the **Purchaser(s)** within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the **Developer'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 **Developer** under the conditions listed above, **Purchaser(s)** is entitled to the following:

- (i) Stop making further payments to **Developer** as demanded by the **Developer**. If the **Purchaser(s)** stops making payments, the **Developer** shall correct the situation by completing the construction milestones and only thereafter the **Purchaser(s)** be required to make the next payment without any penal interest; or

- (ii) The **Purchaser(s)** shall have the option of terminating the Agreement in which case the **Developer** shall be liable to refund the entire money paid by the **Purchaser(s)** under any head whatsoever towards the purchase of the Unit, alongwith interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an **Purchaser(s)** does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **Developer**, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

The **Purchaser(s)** shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the **Purchaser(s)** fails to make payments for consecutive demands made by the **Developer** as per the Payment Plan annexed hereto, despite having been issued notice in that regard the **Purchaser(s)** shall be liable to pay interest to the **Developer** on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by **Purchaser(s)** under the condition listed above continues for a period beyond consecutive 2 (Two) months after notice from the **Developer** in this regard, the **Developer** shall cancel the allotment of the Unit in favour of the **Purchaser(s)** and refund the amount money paid to him by the **Purchaser(s)** by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID UNIT

The **Developer**, on receipt of complete amount of the Price of the Unit under the Agreement from the **Purchaser(s)**, shall execute a conveyance deed and convey the title of the Unit together with

proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the **Purchaser(s)** 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 **Purchaser(s)** authorizes the **Developer** to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the **Developer** is made by the **Purchaser(s)**. The **Purchaser(s)** 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 BUILDING/ UNIT/ PROJECT

The **Developer** 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 **Purchaser(s)**. The cost of such maintenance has been included in the Total Price of the Unit.

It is agreed and recorded that inasmuch as the property shall be developed in phases the Association of Apartment Owners may be formed in accordance with such phases. A parent association may also be formed wherein the association of phases shall be admitted as member therein. Rules and Regulations shall be prepared by the Promoter in accordance with West Bengal Apartment Ownership Act, 1972.

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 **Developer** as per the agreement for sale relating to such development is brought to the notice of the **Developer** within a period

of 5(five) years by the **Purchaser(s)** from the date of handing over possession.

It shall be the duty of the **Developer** to rectify such defects without further charge, within 30(thirty) days, and in the event of **Developer's** failure to rectify such defects within such time, the aggrieved **Purchaser(s)** shall be entitled to receive appropriate compensation in the manner as provided under the Act only if, there is no structure or layout change by the Purchaser(s).

13. RIGHT OF PURCHASER(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The **Purchaser(s)** hereby agrees to purchase the Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of **Purchaser(s)** (or the maintenance agency appointed by it) and performance by the **Purchaser(s)** of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of **Purchaser(s)** from time to time. The maintenance charges payable by the Purchaser(s), as morefully and particularly described in the **SCHEDULE-G hereunder written**.

It is clarified the common areas and facilities pertaining to the unit shall also be used as common areas and facilities pertaining to other buildings to be developed in other Phases and Purchaser under no circumstances shall raise any objection with regard thereto.

- The allottees of the units in any phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases in the Complex and

shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases in the Complex.

- It is presently envisaged that the Complex will consist of residential units, club & recreational facilities etc. as may be planned by the Promoter and sanctioned/permitted under the law(s). The phases will be defined by the Promoter from time to time and the Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBRERA.
- The Promoter has further decided that the aggregate Ground Coverage / FAR sanctioned for the Complex need not be fully / uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned Ground Coverage/ FAR from phase to phase without exceeding the total sanctioned Ground Coverage/ FAR for the Complex.
- The copy of the Report on Title issued by the Advocate of the Promoter - I have been uploaded in the official web-site of the Project under WBRERA and the Allottee has also independently satisfied himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
- All the facilities and amenities will be mutually shared by all the phases of the Complex and with further progression of development of other different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase in the Complex, both current and future, as part of a common integrated development. The Promoter is creating the services and infrastructure keeping in mind the entire Complex including all the future phases and all the common facilities and amenities may not

be made available as soon as the initial phases are completed as some/many of the Facilities will be made available only upon completion of the Complex and further the Promoter will have the right to shift the location of a particular facility from one phase to another for convenience without curtailing the facilities committed to the Allottee.

- The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Complex shall also have complete and unhindered access to all common areas/common parts and facilities of the Project/Complex which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project/Complex which are so intended by the Promoter for use of the occupants of other parts/phases.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The **OWNERS/VENDORS/DEVELOPER/** maintenance agency/ association of **Purchaser(s)** shall have rights of unrestricted access of all Common Areas, Parkings/ Covered parking's and parking spaces for providing necessary maintenance services and the **Purchaser(s)** agrees to permit the association of **Purchaser(s)** and/or maintenance agency to enter into the Unit 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 "**SHREE SKY HOMES**" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms,

underground water tanks, pump rooms, maintenance and service rooms, EV charging machine and equipment's etc. and other permitted uses as per sanctioned plans. The **Purchaser(s)** shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of **Purchaser(s)** formed by the **Purchaser(s)** for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

Subject to Clause-12 above, the **Purchaser(s)** shall, after taking possession, be solely responsible to maintain the Unit at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, 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 Unit and keep the Unit, 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 **Purchaser(s)** further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The **Purchaser(s)** 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 **Purchaser(s)** shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The **Purchaser(s)** shall also not remove any wall, including the outer and load bearing wall of the Unit. The **Purchaser(s)** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **Developer** and thereafter

the association of **Purchaser(s)** and/or maintenance agency appointed by association of **Purchaser(s)**. The **Purchaser(s)** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. the user rights and restriction of the Purchaser(s), as morefully and particularly described in the **SCHEDULE-H** hereunder written.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S)

The **Purchaser(s)** is entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **Purchaser(s)** 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 Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/ her own cost.

18. OWNERS/VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the **OWNERS/VENDORS/DEVELOPER** executes this Agreement he shall not mortgage or create a charge on the Unit 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 **Purchaser(s)** who has taken or agreed to take such Unit.

- The Promoter has a proposal to purchase/amalgamate/include adjacent and/or adjoining and/or other land in the near vicinity of the said Land and in case of purchases/amalgamation of such additional land, the Promoters shall be at liberty, at its discretion, to combine them into the Complex for constructions of several buildings and/or to share and/or to apportion the benefits and advantages, access way, portions or utility etc. as also the common

areas/ common parts and facilities (both within the Project or in the Complex) of the Complex to such additional construction on the additional land arising out of such combination with the said Land. The Allottee has no objection to such increase in the area of the said Land and the Allottee further agrees to allow and hereby gives his consent to the Promoters and their nominees to purchase/amalgamate such land and to develop the same and/or to integrate the land so purchased into the said Land and/or the Complex and the Allottee has no objection to the consequent change in the percentage of undivided interest of the Allottee in the common areas/ common parts and facilities and also in the facilities appertaining to the said Apartment and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.

- The Promoter has specifically informed the Allottee that the Promoter shall be utilizing and commercially exploiting the additional land that has been or may be added or amalgamated, and shall be altering, relocating and/or redistributing the size and location of the public and other open spaces as well as modifying the location, type and numbers of car parking spaces in the Project and the Complex, and the Allottee has granted his/her/its/their express consent to the same.

19. BINDING EFFECT

Forwarding this Agreement to the **Purchaser(s)** by the **OWNERS/VENDORS/DEVELOPER** does not create a binding obligation on the part of the **Developer** or the **Purchaser(s)** until, firstly,

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

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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 Unit, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / SUBSEQUENT PURCHASER(S)

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 **Purchaser(s)** of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. In case of transfer of any third party **Developer** to receive extra 2% of total cost of the Unit amount for transferable fees.

23. WAIVER NOT A LIMITATION TO ENFORCE

The **Developer** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **Purchaser(s)** 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 **Purchaser(s)** that exercise of discretion by the **Developer** in the case of one **Purchaser(s)** shall not be construed to be a precedent and /or binding on the **Developer** to exercise such discretion in the case of other **Purchaser(s)**.

Failure on the part of the **Developer** 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.

24. 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 maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

27. PLACE OF EXECUTION

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

28. NOTICES

That all notices to be served on the **Purchaser(s)** and the **Developer** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **Purchaser(s)** or the **Developer** by Registered Post at their respective addresses specified below:

-----**purchaser name**

RICHMOND RAWALWASIA DEVELOPERS LLP,
86A, Topsia Road South, 9th Floor, Topsia,
Kolkata-700046

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

29. JOINT PURCHASER(S)

That in case there are Joint **Purchaser(s)** all communications shall be sent by the **Developer** to the **Purchaser(s)** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **Purchaser(s)**.

30. 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.

31. DISPUTE RESOLUTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)**(Part-I)**

ALL THAT pieces and parcels of land measuring **368.02 decimal**, more or less, at Mouza Domjur, Police Station: Domjur, within the limits of DomjurGram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, Pin Code- 711204;

Name of the Owners	R.S. Dag No.	L.R. Dag No.	Khatian no.	Area Purchased	Area in Project
Kay Vee Projects LLP (formerly known as Kay Vee Projects Pvt. Ltd)	5831	7332	4257	6.53	6.53
Tarli Properties LLP(formerly known as Tarli Properties Private Limited)	4005	4069	3568	19.32	19.32
	4020	4084	1208/1	17.95	17.95
Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)	4005	4069	4776	4.96	4.96
	4006	4070	1376/1, 1801/1,5387/1	32	32
	4007	4071	4776	22	22
	4032	4097	2995	36	36
Prasana Complex LLP (formerly known as Prasana Complex Private Limited)	4022	4096	1128, 1232	17	17
Sambha Complex LLP (formerly known as Sambha Complex Private Limited)	5837	7338	1978	70	70
Prasana Enclave LLP (formerly known as Prasana Enclave Private Limited)	5833	7334	2819	15.5	15.5
	5830	7331	2278	25.60	20.43
	5836	7337	2687, 5625	32	32
	4021	4085	1877	10.33	10.33

Prasana Plaza LLP(formerly known as Prasana Plaza Private Limited)	5834	7335	2336, 3297, 5283	27	27
	4019	4083	2724, 5075, 7290, 7291	10	10
	5835	7336	2683	27	27
TOTAL				373.19	368.02

(Part-II)

ALL THAT the pieces and parcels of land measuring **total area of 44.95 satak** more or less lying and situate at **Mouza- Domjur**, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, Pin Code- 711204; as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded.

Name of the Owners	R.S. Dag No.	L.R. Dag No.	Khatian no.	Area in Deed
Richmond Rawalwasia Developers LLP	4005	4069	3568	5.045
	4020	4084	1208/1	17.50
Richmond Rawalwasia Developers LLP	5833	7334	2819	16.00
	5830	7331	2278	6.40
TOTAL :				44.95

Part-III**(Devolution of Title)**

Sl no.	Deed No.	Vendor	Purchaser	Mouza	Dag No.	Khatian no.	Area satak
1	04865/2012	Ashoke Kumar Basu	Prasana Enclave LLP(formerly known as Prasana	Domjur	RS dag no.5836 LR dag no.7337	RS Khatian no.143 LR Khatian no.2687 & 5625	32

			Enclave Private Limited)				
2	04866/2012	Ashoke Kumar Basu	Prasana Plaza LLP(formerly known asPrasana Plaza Private Limited)	Domjur	RS dag no.4021 LR dag no.4085	RS Khatian no.1877	10.33
3	04869/2012	Desire Agro Resorts Development Private Limited	Kayvee Projects LLP (formerly known asKayvee Projects Private Limited)	Domjur	RS dag no.5831 LR dag no.7332	RS Khatian no.1829 LR Khatian no.4257	6.53
4	04871/2012	Desire Agro Resorts Development Private Limited	Tarli Enclave LLP(formerly known as Tarli Enclave Private Limited)	Domjur	RS dag no.4032 LR dag no.4097	RS Khatian no.2995	36
5	04873/2012	Desire Agro Resorts Development Private Limited	Sambha Complex LLP(formerly known as Sambha Complex Private Limited)	Domjur	RS dag no.5837 LR dag no.7338	RS Khatian no.143 LR Khatian no.1978	70
6	04875/2012	Desire Agro Resorts Development Private Limited	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.5834 LR dag no.7335	RS Khatian no.143 LR Khatian no.2336, 3297 & 5283	27

7	04877/2012	Desire Agro Resorts Development Private Limited	Prasana Complex LLP(formerly known as Prasana Complex Private Limited)	Domjur	RS dag no.4022 LR dag no.4096	RS Khatian no.1128 & 1232	12.04
8	050403348/2022	Durga Ghosh & Ors.	Prasana Enclave LLP (formerly known as Prasana Enclave Private Limited)	Domjur	RS dag no.5830 LR dag no.7331	RS Khatian no.143 LR Khatian no.2278	25.60
9	04886/2012	Desire Agro Resorts Development Private Limited	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.4019 LR dag no.4083	RS Khatian no.1877 LR Khatian no.2724, 5075, 7290 & 7291	10
10	04889/2012	Desire Agro Resorts Development Private Limited	Prasana Enclave LLP (formerly known as Prasana Enclave Private Limited)	Domjur	RS dag no.5833 LR dag no.7334	RS Khatian no.1829 LR Khatian no.2819	15.50
11	04892/2012	Desire Agro Resorts Development Private Limited	Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)	Domjur	RS dag no.4007 LR dag no.4071	RS Khatian no.1829 LR Khatian no.4776	22
12	04895/2012	Desire Agro Resorts	Prasana Plaza LLP (formerly	Domjur	RS dag no.5835	RS Khatian no.143 LR	27

		Development Private Limited	known as Prasana Plaza Private Limited)		LR dag no.7336	Khatian no.2683	
13	04896/2012	Desire Agro Resorts Development Private Limited	Tarli Properties LLP (formerly known as Tarli Properties Private Limited)	Domjur	RS dag no.4020 LR dag no.4084	RS Khatian no.1663 LR Khatian no.1208/1	12.20
14	06950/2012	Anil Baran Sahu	Tarli Enclave LLP(formerly known as Tarli Enclave Private Limited) (Purchaser)	Domjur	RS dag no.4006 LR dag no.4070	RS Khatian no.1829 LR Khatian no.1376/1, 1801/1 & 5387/1	4.96
			Desire Agro Resorts Development Private Limited (Confirming Party)				
15	01009/2013	1) Smt. Puspa Bala Naskar	Tarli Properties LLP (formerly known as Tarli Properties Private Limited) (Purchaser)	Domjur	RS dag no.4005 LR dag no.4069	RS Khatian no.1829 LR Khatian no.3568	6.60
		2) Sushil Naskar	Swapan Shit (Confirming Party)				
16	01007/2013	1) Smt. Puspa Bala Naskar	Tarli Properties LLP (formerly known as	Domjur	RS dag no.4005	RS Khatian no.1829 LR	12.72

			Tarli Properties Private Limited) (Purchaser)		LR dag no.4069	Khatian no.3568	
		2) Bhola Naskar	Adhir Majhi (Confirming Party)				
		3) Smt. Aarati Chakraborty					
17	02472/2013	1) Smt. Rupa Naskar	Tarli Properties LLP (formerly known as Tarli Properties Private Limited)	Domjur	RS dag no.4020 LR dag no.4084	RS Khatian no.1663	5.75
		2) Sanjay Naskar					
		3) Basudeb Naskar					
		4) Nilmoni Naskar					
		5) Smt. Pratima Naskar					
		6) Tapan Naskar					
		7) Swapan Naskar					
		8) Kishori Mohan Naskar					
		9) Bibhuti Naskar					
		10) Dilip Naskar					
		11) Adhir Majhi					
18.	06947/2012		Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)		RS Dag No. 4005 LR Dag No. 4069	RS KH. No. 1829 LR. KH. No. 5948	4.96
19	04872/2012		Tarli Enclave LLP (formerly known as		RS Dag No.	RS KH. No. 1829	27.04

			Tarli Enclave Private Limited)		4006 LR Dag No. 4070	LR. KH. No.1376/1, 1801/1, 5387/1	
20	00922/2014		Prasana Complex LLP (formerly known as Prasana Complex Private Limited)		RS Dag No. 4022 LR Dag No. 4096	RS KH. No. 1128, 1232	4.96
				Total :			373.19

THE SECOND SCHEDULE ABOVE REFERRED TO:

**(DESCRIPTION OF THE RESIDENTIAL UNIT & PARKING / COVERED
PARKING)**

ALL THAT the residential unit on the**Floor** of the New BUILDING namely “-----”, **having****sq.ft. carpet area more or less (super built up areasq.ft.) more or less and (built up areasq.ft.) more or less** lying and situate at **Mouza- Domjur**, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, Pin Code-711204 **TOGETHERWITH** proportionate share of the land comprised **under the new building** attributable thereto **TOGETHERWITH** the proportionate share in all common parts portion’s areas and facilities **in the new building**.

THE SCHEDULE- “C”

(Common Areas and Installations)

• Foundation, Columns, Beams, Supporting Corridors, Lobbies;	• Garden or Landscape Area;
• Entrance and Exits, Pathways, Driveways;	• Community Hall with Kitchen facility;

• Staircase, Landings;	• CCTV for the Common Area;
• Boundary walls;	• Open air meditation area; • Adda Zone;
• Window and Grills in the Common Areas etc.;	• Multi-Purpose Grass Court For Badminton and other games;
• Lift and its installations, Lift Well;	• Children's Play Area; • Natural Water body;
• Electrical Room, Electric Meter for common lighting;	
• Water supply pipes, Water Filtration Plant and its installations;	
• Pumps, its installations and the Pump Room;	
• Fire fighting equipments and its installations; (if any)	
• Fire Pump and Pump Room;(if any)	
• Generators and its installations;	
• Transformers and the space for its installations;	
• Shafts, Ducts, Electrical wiring for the Common lightning, fittings and its accessories for the Common Area;	
• Drainage, Sewage Pits, Pipeline and accessories;	
• Security Guard Room/Caretaker Room, Toilets for the Security Guards/ Caretakers;	

THE SCHEDULE- "D"
(Amount of Consideration)

The total amount agreed to be paid by the **Purchaser(s)** to the **Owners/Vendors/Developer** in terms of this Agreement are as follows :-

Sl. No.	Description	Amount	GST.	Total
A.	a. Cost at Unit			
	b. Cost of the covered car Parking on the Ground Floor	-	-	-

The aforesaid total sum of **Rs...../-**(Rupees -----) only shall be paid in the manner hereinafter appearing.

ON BOOKING	Rs.1,00,000/- (APPLICATION MONEY)
WITHIN 7 DAYS OF BOOKING	10% - Rs.1,00,000/- +GST
ON ALLOTMENT	10% +GST
ON COMENCEMENT OF FOUNDATION	10% +GST
ON COMPLETION OF 2 ND SLAB CASTING	10% +GST
ON COMPLETION OF 5 TH SLAB CASTING	10% +GST
ON COMPLETION OF 8 TH SLAB CASTING	10% +GST
ON COMPLETION OF 11 TH SLAB CASTING	10% +GST
ON COMPLETION OF ROOF SLAB CASTING	5% +GST
ON COMPLETION OF BRICKWORK OF THE FLAT	10% +GST
ON COMPLETION OF FLOORING OF THE FLAT	5% +GST
On NOTICE OF POSSESSION	10% + (DEPOSITS & EXTRA CHARGES.) +GST

THE SCHEDULE “E”

(The **Purchaser(s)** shall pay the following amounts on or before taking overpossession of the **UNIT**)

- a) Towards security deposit for obtaining electric connection to the said UNIT and proportionate deposit for the payment made to CESC/WBSEB for providing HT/ LT line transformer in the said premises.
- (b) Towards expense for formation for the HOLDING ORGANISATION including the equity share money.
- (c) If at any time the said **OWNERS/ VENDORS/DEVELOPER** shall be liable to make payment of any amount on account of statutory outgoing and/or impositions including sales tax, service tax, GST the Purchaser(s) shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax and service tax and has agreed to keep the **OWNERS/ VENDORS/DEVELOPER** indemnified against all actions suits and proceedings in connection therewith.
- (d) Towards expenses for payment towards municipal/B.L. & L.R.O. and other outgoings.

THE SCHEDULE “F”

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

Category	Particulars
	RCC structure to withstand wind and seismic loads as per BIS
	Pile Foundation

Structure - Walls:	ACC block masonry (4' thick inner wall and 8' thick external wall) Plastering with smooth finish in cement mortar
Wall Finish	Putty with smooth finish
Flooring:	All Bed rooms and Living/Dining - Vitrified Tiles
	Balcony - Anti Skid Ceramic Tiles
	Ground floor lobby with combination of Granite and Vitrified Tiles
	Other floor lobbies-Vitrified Tiles
	Staircase - Kota Stone/Stair Tiles
Kitchen:	Platform - Polished Granite Stone
	Stainless steel sink
	Walls - Tiles upto 2ft above the platform
	Antiskid Ceramic Tiles on Floor
	Power point for Refrigerator, Aqua guard, Chimney, Micro oven
	CP fittings of Jaguar Equivalent
Toilet:	Floor - Anti-Skid Ceramic tiles
	Walls - Ceramic tiles upto door height
	Sanitary ware of Jaguar-Essco or Equivalent.
	CP fittings - Jaguar-Essco or Equivalent
	ISI Mark Concealed PVC Pipes
	Hot & Cold water provision in shower area
	Exhaust Fan Provision
	Geyser points in all bathrooms
Doors	Door frame made of Treated Hardwood
	Main Door-35 mm thick ISI Mark Flush Door with Paint / Decorated Skin, Other Doors-32 mm thick ISI Mark Flush Door. Kitchen open type with no door
	Balcony door- Anodized Aluminium Sliding Doors
	Hardware : Main door lock of Godrej or equivalent, Other door lock of reputed brand
	Other Door - Cylindrical Lock of Reputed Make

Windows/ Balcony:	Window – Anodised Aluminium Sliding windows
	MS Railings in Balcony with MS top
	Washing Machine point in Balcony
Electrical:	Switches - Modular switches of Havells or Equivalent
	Wiring – Concealed FRLS Wires of Havells or Equivalent
	AC point – Provision in all Bedrooms
	T.V. point in living & Master Bedroom.
	MCB & Main Switch of Havell's or equivalent
Security	24*7 Security Peripheral boundary & CCTV Surveillance
Elevator	2 Passenger lifts in all blocks of suitable size and capacity of reputed brands like Kone/Schindler or Equivalent
Terrace	Waterproofing on Terrace with Concrete_Tiles finish
Lift Facia	Mix of Granite and Texture Paint finish
Elevation	Design as per Architect with Branded Exterior Paint
Water	Filtered water from Borewell/ Government supply
Power Back up	Power Back up for all common area and Gadgets
Fire Fitting	Fire fitting system as per WBFES norms
Common Area	Washable paint of Branded Company
Common lightning:	LED Lights in all the common area including driveway & garden

THE SCHEDULE "G"
(Maintenance Charges)

1. Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the Buildings and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the HOLDING ORGANISATION) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the ground floor generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road where necessary.
5. Repairing, rebuilding, repainting improving the Boundary Wall and the Gates of the HOUSING PROJECT.
6. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the HOUSING PROJECT.
7. Paying such workers as may be necessary in connection with the upkeep of the property.
8. Insuring any risks.

9. Cleaning as necessary the external walls and windows and (not forming part of any FLAT /UNIT) in the property as may be necessary keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the Building.
10. Paying for security personnel.
11. Electricity charges for the common portions and common facilities.
12. Providing Cleaning or as necessary of the underground reservoirs, overhead water tanks of the areas forming parts of the HOUSING PROJECT
13. Operating maintaining and (if necessary) renewing the lighting apparatus at the common areas from time to time and providing such additional lighting apparatus as the HOLDING ORGANISATION may think fit.
14. Maintaining and operating the lifts.
15. Providing and arranging for the emptying receptacles for rubbish.
16. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings of the HOUSING PROJECT or any part thereof excepting in so far as the same are the responsibility of the individual Owners / occupants of any UNIT.
17. Executing such works as may be necessary for complying any notice served by a local authority so far as the same is not the liability of or attributable to any FLAT /UNIT.
18. Generally managing and administering the development and protecting the facilities and HOUSING PROJECT amenities in the building and for

that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT /UNITS.

19. Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amounts thereof for the period to which the accounts relate.
20. Complying with the requirements directions of any competent authority and with the provisions of all statutes and all regulations/orders and by laws made there under relating to the buildings excepting those which are the responsibility of the Owner /occupier of any UNIT.
21. Paying for salaries of staff of HOLDING ORGANISATION and complying with all relevant statues and regulations and orders there under and employing suitable persons or Firm to deal with this matters.
22. The provision for maintenance and renewal of any other equipment and the provisions of any other service which in the option of the HOLDING ORGANISATION it is reasonable to provide.
23. In such time to be fixed annually as shall be estimated by the HOLDING ORGANISATION (whose decision shall be final) to provide a reserve fund for items of expenditure be or expected to be incurred at any time.
24. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the HOLDING ORGANIATION for the Owners of the UNITS and shall be only applied in accordance with unanimous or majority decisions of the members of the HOLDING ORGANISATION and with the terms of this SCHEDULE.

THE SCHEDULE- "H"
(User's Covenants/ Restrictions)

1. RATES AND TAXES:

The Purchaser(s) agree to use and to hold the said UNIT subject to the following covenants and conditions.

- i) To regularly and punctually make payments of the Municipal / Panchayet rates, taxes and other outgoings payable in respect of the said UNIT fully and proportionately for the common portion.
- ii) To regularly and punctually make payment of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building and/or HOUSING PROJECT.
- iii) To regularly and punctually make payment of the proportionate share of Service/ Maintenance charges to the **OWNERS/ VENDORS/DEVELOPER** and upon formation to the said HOLDING ORGANISATION for rendition of common services and for maintenance of the common parts and portions.
- i) To pay to the suppliers and indemnify the **OWNERS/ VENDORS/DEVELOPER** against and charges for electricity, telephone, water and other services consumed in the said UNIT including any connection charge and meter installations costs and rents.

2. REPAIRS:

- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said UNIT.
- ii) To replace from time to time the fittings and fixtures including water and electrical installations with the intent and object or keep the

neighboring FLATs/ UNITS and/or to any part or portion of the buildings HOUSING PROJECT.

3. NOTIFICATION OF DAMAGE:

The Purchaser(s) shall forthwith notify the **OWNERS/ VENDORS/DEVELOPER** and/or upon formation, the HOLDING ORGANISATION, of any damage defect or malfunction which may occur in or to any part of the UNIT and/or the HOUSING COMPLEX, water pipes, gas pipes, electrical wiring, air conditioning duct or any other fittings and fixtures therein.

4. CLEANLINESS AND HYGIENE:

- i) The Purchaser(s) shall keep the said UNIT and/or every part thereof clean and hygienic and tidy and to keep all pipes, drains, basins, sinks and water closets clean and unblocked.
- ii) The Purchaser(s) shall collect and/or to remove all the rubbish whatsoever and to dispose them off in approved refuse bins.
- iii) The Purchaser(s) shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises expect in the proper bins receptacles or containers only.

5. INSURANCE:

The Purchaser(s) shall not permit or suffer to be done anything whereby the policy or policies of insurance on the building or the premises and/or the UNIT against loss damage by fire or other risks may be rendered void or void able or whereby the rate of premium thereon may be increased.

6. WAIVER OF DEFAULT:

- i) No condoning, excusing, overlooking, indulgence or forbearance by the **OWNERS/ VENDORS/DEVELOPER** of any breach of the Purchaser(s)' obligations herein shall operate as a waiver of the **OWNERS/ VENDORS/DEVELOPER's** right or in any way affect the **OWNERS/ VENDORS/DEVELOPER's** rights in respect of any continuing or subsequent breach by the Purchaser(s) of his/her/its obligations herein and no waiver by the **OWNERS/ VENDORS/DEVELOPER** shall be inferred from or implied by anything done or omitted by the **OWNERS/ VENDORS/DEVELOPER** but such waiver shall be expressly stated to be so in writing and signed by the **OWNERS/ VENDORS/DEVELOPER**. Any consent given by the **OWNERS/ VENDORS/DEVELOPER** shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the **OWNERS/ VENDORS/DEVELOPER** in future unless expressly so extended.
- ii) In giving its consent on any matters hereunder wherein the consent of **OWNERS/ VENDORS/DEVELOPER** is required, the **OWNERS/ VENDORS/DEVELOPER** shall be at liberty to impose such conditions as it deems fit.

7. HOLDING ORGANISATION:

- i) To co-operate with the other co-Purchasers and the **OWNERS/ VENDORS/DEVELOPER** and also with the HOLDING ORGANISATION in the management and maintenance of the said buildings of the **HOUSING PROJECT**.
- ii) To observe the rules framed from time to time by the **OWNERS/ VENDORS/DEVELOPER** and upon the formation of the HOLDING ORGANISATION by such HOLDING ORGANISATION.

- iii) To use the said UNIT for residential purposes and not for other purposes whatsoever without the consent in writing of the **OWNERS/ VENDORS/DEVELOPER**.
- iv) To allow the **OWNERS/ VENDORS/DEVELOPER** or the HOLDING ORGANISATION with or without workmen to enter into the said UNIT for the purpose of maintenance and repairs within 48 hours prior notice in writing.
- v) To pay and bear the common expenses and other outgoings and expenses since the Possession Date and also the rates and taxes for the said UNIT and proportionately for the HOUSING PROJECT and/or common parts/areas and wholly for the said UNIT and/or make deposits on accounts thereof in the manner mentioned hereunder to the **OWNERS/ VENDORS/DEVELOPER** and upon the formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION. Such amount shall be deemed to be due and payable on and from the Possession Date whether physical possession of the said UNIT has been taken or not by the Purchaser(s). The Purchaser(s) shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to the **OWNERS/ VENDORS/DEVELOPER** and upon formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION.
- vi) To pay charges for electricity in or relation to the said UNIT.
- vii) Not to subdivide the said UNIT and/or the parking spaces if allotted or any portion thereof.
- viii) Not to do anything or prevent the **OWNERS/ VENDORS/DEVELOPER** for making further or additional legal constructions within 9 a.m. to 7 p.m. within any working day notwithstanding any temporary disruption in the Purchaser(s) enjoyment of the said UNIT.

- ix) To maintain or remain responsible for the structural stability of the said UNIT and not to do anything which has the effect of affecting the structural stability of the building.
- x) Not to do or cause anything to be done in or around the said UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said UNIT or adjacent to the said UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xi) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the said UNIT which in the opinion of the **OWNERS/ VENDORS/DEVELOPER** or HOLDING ORGANISATION differs from the colour schemes of the buildings or the PROJECT for deviation or which in the opinion of the **OWNERS/ VENDORS/DEVELOPER** may effect the elevation in respect of the exterior walls of the said building.
- xii) Not to install grills of any such design which have not been suggested and approved by the Architect.
- xiii) Not to do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xiv) Not to use the said UNIT or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to

occupiers of the other portions of the said building or the **OWNERS/ VENDORS/DEVELOPER** and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

- xv) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put any kutchha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- xvi) Not to park car on the pathway or open spaces or at any other place of the building/ HOUSING PROJECT at any other place except the space allotted to him/her/its.
- xvii) To abide by such building rules and regulations as may be made applicable by the **OWNERS/ VENDORS/DEVELOPER** before the formation of the HOLDING ORGANISATION and after the HOLDING ORGANISATION is incorporated to comply with and/or adhere to the building rules and regulations of such HOLDING ORGANISATION.
- xviii) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the UNIT in the Building.
- xix) Children shall not play in the public halls, stairways or elevators.
- xx) No Purchaser(s) /Occupiers shall make or permit any disturbing noises in the building or do or permits anything to be done therein which will interfere with the rights comforts or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical

instruments or permit to be operated phonograph or radio or television, loud speaker in such the Unit if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from anUnit.

- xxi) Each **OWNERS/VENDORS/DEVELOPER** shall keep such Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows, terraces, and balconies thereof any dirt or other substances.
- xxii) No window guards, ventilators shall be used in or about the building excepting such as shall have been approved by the Architect.
- xxiii) Purchaser(s) shall install air conditioners only in the spaces specified by the **OWNERS/ VENDORS/DEVELOPER** and/or HOLDING ORGANISATION.
- xxiv) The passenger elevators in the building unless of the automatic type shall be operated only by employees of the **OWNERS/VENDORS/DEVELOPER/HOLDING ORGANISATION** and there shall be no interference whatsoever with the same by Purchaser(s) or members of their families, or his guests or employees or sub-tenants.
- xxv) No vehicles, bicycles, scooters, shipping carts or similar vehicles shall be allowed in the passengers elevators except for wheel chairs meant for handicapped person(s) and baby carriages.
- xxvi) Water- closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damage resulting for misuse of any water closets or

apparatus shall be made good by the UNIT Owner in whose Unit it shall have been caused.

- xxvii) No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall animals be permitted on elevators or in any of the common portion of the Building unless accompanied.
- xxviii) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- xxix) The agents of the **OWNERS/ VENDORS/DEVELOPER/** HOLDING ORGANISATION and any contractor or workman authorized by the **OWNERS/ VENDORS/DEVELOPER/HOLDING ORGANISATION** may enter in any Unit at any reasonable hour of the day for the purpose of inspecting such Unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests. If the **OWNERS/ VENDORS/DEVELOPER/HOLDING ORGANISATION** takes measures to control or examine carpet beetles within the Purchaser(s) Unit or in any storage or other spaces in the Building occupied by the Purchaser(s), the costs thereof shall be payable by the Purchaser(s) upon demand without any demur.
- xxx) Garbage and refuse from the Unit shall be deposited in such place in the building and at such time and in such manner as may be directed by the **OWNERS/ VENDORS/DEVELOPER/** HOLDING ORGANISATION.
- xxxi) No vehicles belonging to a Purchaser(s) or to a member of their family or guests, subtenant or an employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

xxxii) These hours rules may be altered and or added and or amended or repeated at any time by the **OWNERS/ VENDORS/DEVELOPER** and after formation by the Syndicate/ Society/ Association after prior consultation with the Syndicate/ Society/ Association.

xxxiii) Until formation of such HOLDING ORGANISATION the **OWNERS/ VENDORS/DEVELOPER** shall manage and maintain the said Building and the common parts thereof.

8. THE PURCHASER(S) AGREES THAT :

- i) The Purchaser(s) shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the Schedule-H hereunder written at such rate as may decided and determined and apportioned by the **OWNERS/ VENDORS/DEVELOPER** to be payable from the Possession Date to the **OWNERS/ VENDORS/DEVELOPER** and upon formation and transfer of management of the Building to the HOLDING ORGANISATION such payments are required to be made without any abatement or demand.
- ii) The proportionate rate payable by the Purchaser(s) for the common expenses shall be decided by the **OWNERS/ VENDORS/DEVELOPER/HOLDING ORGANISATION** from time to time and the Purchaser(s) shall be liable to pay all such expenses wholly if it relates to the Purchaser(s)said UNIT only and proportionately for the Buildings as a whole. The statement of account of the apportionment of the charges as prepared by the **OWNERS/ VENDORS/DEVELOPER** shall be conclusive and final. The Purchaser(s) shall not be entitled to dispute or question the same provided that the billing is unreasonable. In the event of the transfer of the management and administration of the said Building to the HOLDING ORGANISATION in terms of this presents the employees of the **OWNERS/ VENDORS/DEVELOPER** such as watchman, security staff, lift man etc. shall be employed and/or absorbed in the employment of such HOLDING

ORGANISATION with continuity of service and on the same terms and conditions of employment with the **OWNERS/ VENDORS/DEVELOPER** and the Purchaser(s) shall not be entitled to raise any objection thereto and hereby consents to the same.

- iii) After the formation of the HOLDING ORGANISATION the Purchaser(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the HOLDING ORGANISATION.
- iv) So long each UNIT in the said premises is not separately mutated, the Purchaser(s) shall pay the proportionate share of all rates and taxes accessed on the whole premises including the charges for electricity while in transmission to the **OWNERS/ VENDORS/DEVELOPER** from the Possession Date. Such proportion is to be determined by the **OWNERS/ VENDORS/DEVELOPER** on the basis of the area of such UNIT in the said Building.
- v) If the Purchaser(s) fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser(s) shall be liable to pay interest at the rate of 2% per month and further that if any interest remain unpaid for sixty days, the **OWNERS/ VENDORS/DEVELOPER** or upon formation of HOLDING ORGANISATIONS such HOLDING ORGANISATION shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser(s)' UNIT such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at------(city/ town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS/VENDORS

(1) _____

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

1)

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER(S)

(1) _____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

WITNESSES:

- 1. Signature _____ Name –
Address _____

2. Signature _____ Name—
Address _____

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER(S) a sum of **Rs...../-**
(Rupees -----) only (including GST) being the advance money
and part consideration money as per Memo below:

Rs...../-

Dated	Drawn on	Total Flat Amount (In Rs.)	Total GST Recd Against payment (in Rs.)	Amount (in Rs.)
	Total :			

(Rupees -----) only

WITNESSES :

1)

SIGNATURE OF Owners/Vendors/ Developer

2)

DATED THIS DAY OF 2026

-BETWEEN-

KAY VEE PROJECTS LLPORS.

OWNERS/VENDORS

-AND-

RICHMOND RAWALWASIA

DEVELOPERS LLP

DEVELOPER

-AND-

PURCHASER(S)

AGREEMENT FOR SALE