

Agreement for Sale

This Agreement for Sale executed on thisday of 2025.

By and Between

(1) BEGONIA ENCLAVES PRIVATE LIMITED (PAN NO: AAFCP0700J, CIN: U45400WB2009PTC135083) earlier PITRASHISH ENCLAVES PRIVATE LIMITED, a Company within the meaning of Companies Act 1956 having its presently registered office at 1977, Rajdanga Main Road, 1st Floor, GE – 05, Police Station – Kasba, Post Office – Anandapur, Kolkata – 700107, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective successor or successors –in-interest and assigns) of the **ONE PART** being represented by/or acting through their Constituted Attorney, ADITYA TODI, (having PAN : ABUPT9283D, Aadhaar No. 2089 8974 3402), s/o. Late Satyapal Todi residing at 49/51, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Golf -Green, Kolkata - 700 033, one of the Director of **M/S. RADICAL NIRMANS PRIVATE LIMITED.**

AND

RADICAL NIRMANS PRIVATE LIMITED, a company, having its place of business at 2A, Grant Lane, 5th Floor, Room No. – 5F, Police Station & Post Office Bowbazar, Kolkata – 700 012 (PAN : AADCR5694P, CIN: U45200WB2007PTC112416), represented by its authorized Director Aditya Todi (PAN : ABUPT9283D, Aadhaar No. 2089 8974 3402) hereinafter referred to as the "Promoter", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

Mr./Mrs./Ms. (Aadhaar No.) son/daughter/wife of Mr aged about Years, residing at , (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **"Rules"** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **"Section"** means a section of the Act.

WHEREAS-

A. BEGONIA ENCLAVES PRIVATE LIMITED (PAN NO: AAFCP0700J, CIN: U45400WB2009PTC135083)

a Company within the meaning of Companies Act 1956 having its presently registered office at 1977, Rajdanga Main Road, 1st Floor, GE – 05, Police Station – Kasba, Post Office – Anandapur, Kolkata – 700107, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective successor or successors –in-interest and assigns) is the absolute and lawful owner of L. R. Dag Nos. 670, 672, 673, 674, 676, 677,& 678 in L. R. Khatian Nos. 2445, within Mouza – Ramchandrapur, J. L. No. 58, under P.S. Sonarpur, within the limits of Bonhooghly (1) Gram Panchayat (Holding No. 2544), Dist. South 24 Parganas, Kolkata 700 103 admeasuring 62Kh – 3Ch – 39Sq.Ft. (4163.322 sq. mt.) physically available 62Kh – 0 ch – 5 Sq.Ft. (4147.68 sq. mt.) situated hereinafter referred to as the **"Said Premises"**, purchased vide **sale deeds:-**

1. Dated 1/6/2009 registered at the office of the Registrar D.S.R IV (ALIPORE) in Book No. 1 Voucher No. 7 Pages from 4130 to 4146 bearing being No 02626 of the year 2009 ,

2. Dated 4/10/1982 registered at the office of the Registrar D.S.R IV (ALIPORE) in Book No. 1Voucher No 345 Pages from 298 to 306 bearing being No13388 of the year1982 ,
3. Dated 22/6/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No 20 Pages from 3281 to 3294 bearing being No. 07504 of the year2010 ,
4. Dated 4/6/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No 18 Pages from 4404 to 4421 bearing being No06605 of the year 2010 ,
5. Dated 4/6/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No 18 Pages from 4422 to 4439 bearing being No. 06606 of the year2010 ,
6. Dated 6/8/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No 24 Pages from 3845 to 3858 bearing being No 09443 of the year2010 ,
7. Dated 11/10/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No 29 Pages from 2866 to 2879 bearing being No11830 of the year2010 ,
8. Dated 6/8/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No24 Pages from 3762 to 3774 bearing being No.09435 of the year2010 ,
9. Dated 22/6/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No20 Pages from 3295 to 3309 bearing being No07541 of the year2010 ,
10. Dated 22/6/2010 registered at the office of the Registrar A.D.S.R (SONAPUR) in Book No. 1Voucher No20 Pages from 3310 to 3324 bearing being No. 07543 of the year2010 ,

The owner and the promoter have entered into a registered development agreement dated 4th August, 2021. Registered as document no. 5571 at the office of the District Sub- Registrar-II, Alipore, South 24 Parganas, West Bengal, more fully and particularly described in Schedule A (Part 1) hereunder.

- B.** The said land is earmarked for the purpose of building of a commercial/ residential project, comprising 84 nos. of flats in 3 blocks all of G+4 storied in multistoried apartment buildings and the said project shall be known as **PELICAN PITRASHISH SKY WALK**
- C.** 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.
- D.** The Sonarpur Panchyat Samity & Zilla Parisad (South) 24 PGS has granted the sanction to develop the Project vide its approval dated bearing no.798/928/KMDA Dated 11/9/2024
- E.** The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Sonarpur Panchyat Samity & Zilla Parisad (South) 24 PGS. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F.** The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at under registration no. _____.

- G.** 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/block/building] No. ("Building") along with covered parking No. admeasuring square feet in the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- H.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** Additional disclosures/details by the Promoter to the Allottee :
- 1.** **WHEREAS** subsequently , M/s Pitrashish Enclaves Limited applied for change of name before the Registrar of Companies , Kolkata whereupon vide Certificate of Incorporation pursuant to change of Name dated November 17, 2014 , the name of Mf/s Pitrashish Enclaves Private Limited was changed to Begonia Enclaves Private Limited , the Owner herein by virtue of a registration 135083 .
 - 2.** For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, parking facility of the type applied by him in an identified space, at the Promoter's discretion.
 - 3.** The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
 - 4.** The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
 - 5.** By virtue of an Agreement dated 4th August, 2021 registered vide deed no. 160205571 at the office of D.S.R - II, Alipore, South 24 Parganas and recorded in book no.1, Volume No.1602 - 2021, Pages 241647 to 241706 for the year 2021 the Promoter entered into agreement with the Owners for development of the Said Premises on joint venture basis, whereby the Promoter shall develop the Said Premises by constructing multistoried buildings and sell flats/units/apartments contained in the buildings as per terms and conditions as mentioned therein. The Owners have also given a Power of Attorney duly registered at the office of D.S.R – II, Alipore, South 24 Parganas, being

No. 160205583, Book No. 1, Volume No. 1602-2021, Pages 242203 to 242229 for the year 2021, to the Promoter to undertake the necessary work of construction of the said premises and to enter into negotiations and make sale of the Units to intending Buyers/Purchasers and sign all agreements, deeds and documents and receive all sale proceeds on behalf of self and the Owners.

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

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment as specified in Para 'G'
- 1.2 The Total Price for the Apartment No. on floor in Block.....having carpet area of sq. ft. (Super built-up Area sq. ft.) is **Rs...../-** (Rupees ... only) which includes Goods & Services Tax @1% or 5% **(Total Price)**.

The break up of Total price is as follows:

a) Value of Apartment No.____, ____ floor, Block____	Rs.
b) Value of covered/open/mechanical car parking space	Rs.

<u>Add: GST @ 1% or 5%</u>	Rs.

Total Price :	Rs.
	=====

Other Charges to be paid over and above total Price :-

- 1) Proportionate of all cost, charges & expenses, including incidental expenses, for installation and commissioning of Transformer, Cabling, Service Line, Deposits etc. paid to WBSEDCL or to any vendor – To be decided later by the Developer. (individual WBSEDCL meter to be paid directly by Allottee)
- 2) Power Backup/Generator, it's distribution, changeover etc.- Rs.35,000/- .
- 3) Maintenance Deposit @ 2/- per sq. ft. of super built-up area per month for a period of 12 (twelve) months
- 4) Legal Charges – Rs.21,000/-
- 5) Association Formation Charges – Rs. 10,000/-
- 6) Charges for providing Amenities as mentioned in clause 34.8 – Rs.25,000/-
Plus GST @18% to be charged extra on the above as mentioned in Sl. Nos. 1 to 6)

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 includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee.

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in 1.2 above and the Allottee(s) shall make payment demanded by the Promoter within 21 days from the date of such written intimation/demand. In addition, the Promoter shall provide to the Allottee(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 Apartment includes recovery of price of land, construction of, not only the Apartment but also, the pro rata share in the common areas, and open//covered/mechanical car parking spaces, if purchased, as provided in the agreement.

(v) The Total Price does not include those Other Charges as mentioned herein above, and the same shall be payable by the Allottee additionally before taking possession of the Apartment.

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

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, 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 reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment;

(ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if purchased, 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 accept 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 Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings relating to the Apartment before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some of Rs. (Rupeesonly) as booking amount (which is the total amount paid by Allottee up to the execution of this agreement, i.e. 10% of the total price), being part payment towards the Total Price of the Apartment, the receipt of which the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as mentioned in Schedule C, 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rule, but if the delay continues for a period beyond **2(two) months** from the date of receipt of the demand notice for payment, then the Promoter reserves the right to rescind or cancel this agreement.

2. MODE OF PAYMENT:

2.1 Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of **RADICAL NIRMANS PVT. LTD.** payable at Kolkata. The Owners, and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non- payment of any amount or amounts.

2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, 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 proposed layout plan and specifications, of the Apartment and accepted the floor plan, payment plan and the specification, 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 Gram Panchayat Samity Bye-Laws 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 this Agreement.

7. POSSESSION OF THE APARTMENT :

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 25/11/2029 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of 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(s) 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(s) the entire amount received (without any interest on it) by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 1(one) month from the date of issue of occupancy certificate or within 15 days from the date of receipt of demand notice/intimation, whichever is earlier. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) 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(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the apartment from after 15 days of receiving intimation to take possession as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (being 10% of the Total amount) paid for the allotment.

The balance amount of money paid by the Allottee (other than GST or other taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for the interest and compensation under this provision 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 said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules within forty-five days.

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) 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(s) 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(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 Land and/or the Project.
- (xiii) That the property is not a waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i).The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects as per specifications prescribed herein.

(ii).Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

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

(ii).The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest at the rates prescribed in the rules.

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments within 21 days from the date of demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2(two) consecutive months from the date of notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount (ie. 10% of the Total Price) and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee and this Agreement shall thereupon stand terminated. Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against sale of the Apartment to any other interested person.

Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s). 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 BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project.

Clauses in relation to maintenance of Project, infrastructure and equipment:

11.1.1 Maintenance In-charge:

11.1.2 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the

Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter may appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

- 11.1.3 **Maintenance Agency:** The Promoter may at its discretion appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 11.1.4 **Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").
- 11.2 **Common Areas Related:**
- 11.2.1 The Project shall contain certain Common Areas as specified in **PART-3** of the **SCHEDULE-A** hereto and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter for the activities related to Common Purposes.
- 11.2.2 Save those expressed or intended by the Promoter to form part of the Common Areas as per **PART-3** of the **SCHEDULE-A** hereto, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
- 11.2.3 Upon construction of the Building at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 11.2.4 **Common expenses:** The Allottee shall pay to the Promoter/maintenance agency/ association of flat owners, monthly maintenance charges, as decided by them at their discretion, for the common expenses (described in **PART-4** of **Schedul-A**) to be incurred in maintenance of the building complex, within 7th day of next month without fail.
- 11.2.5 The Allottee shall deposit and/or keep deposited a sum calculated @Rs.2/- per sq.ft. per month for 12 months towards CAM (Common Area Maintenance) charges, free of interest, with the Promoter to remain in deposit with the Promoter to meet there from, in the event of default by the Allottee, in making payment of the maintenance charges and proportionate

liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Apartment.

- 11.2.6 The Allottee of Mechanical car parking shall pay to the Developer/Association/Maintenance agency @ 40 paise per sq. ft. per month (or as may be decided by the association when formed) for the purpose of maintaining the mechanical parking allotted to the allottee.
- 11.2.7 On formation of association of flat owners, the promoter shall transfer this maintenance deposit or balance remaining of it to association, which being on account of the allottee.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to start rectifying such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

However any defect in materials, fittings and fixtures purchased from suppliers/manufacturers of these items shall not be the responsibility of the promoter and shall be governed by the warranty rules of such manufacturers. Be it also mentioned here that any structural and/or material defect or damages resulting due to actions of the Allottee shall not be the liability of the Promoter and the Allottee shall be solely responsible and liable for rectification of such defects/damages.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and

performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) 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 or for inspection and/or requiring the Allottee to remedy any want of repair.

15. USAGE:

Use of service areas:- The service areas, if any, as located within the **PELICAN PITRASHISH SKY WALK**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(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 used by the Association of allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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.
- 16.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design and shall make grills on the windows/balcony, of the design provided by the developer. Further the Allottee shall 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 wall of the Apartment and also shall not disturb/damage load bearing structure of the building in any way.
- 16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance

agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/ Plot/ 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

21. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of application of the apartment by the Allottee and secondly, appears for registration of the same within 30 days from date of execution of this agreement and also paying all the necessary stamp duty and registration cost, before the concerned Sub-Registrar, as and when intimated by the Promoter. The Allottee may choose not to register this agreement and inform/undertake his/her intent of not doing so to the promoter at the time of signing of this agreement, then in that case this agreement shall be binding on both the parties. If the Allottee(s) fails to appear before the registering authority for its registration within 30 days of being intimated by the Promoter, then the Promoter shall have the right to cancel the application of the Allottee and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee(after forfeiture of 10% of the application amount) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee 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:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

25.2 Failure on part of the Parties 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 15 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R. Sonarpur or the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Sonarpur, Kolkata.

30. NOTICES:

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

Name & Address of Allottee/Allottees

1.

2.

Name & Address of Promoter

Radical Nirmans Pvt. Ltd.
2A, Grant Lane, 5th Floor, Room No. 5F,
P.O. & P.S. Bowbazar,
Kolkata - 700012

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

31. JOINT ALLOTTEE:

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

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 Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

All or any dispute 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 discussions, failing which the same shall be settled under 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].

34. 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 thereunder :

- 34.1 The Allottee shall pay to the Promoter, within 15 days from date of receipt of notice, such amounts as demanded by the Promoter for payment of any installment and/or other charges or expenses and/or deposits as mentioned in Schedule 'C' hereinafter.
- 34.2 In the event of any default on the part of Allottee in making payment of the consideration amount or any part thereof or any installment or any other amount as demanded, to the Promoter, then in such case the Allottee shall be liable to pay interest as provided in the Act **PROVIDED HOWEVER** if such default shall continue for a period of 2(two) months from date of any installment or amount becoming due and not paid by the Allottee to the Promoter, then in that event and without prejudice to other rights the Promoter shall be entitled to rescind or cancel this agreement and in that event the Promoter shall forfeit the booking amount and refund the balance to the Allottee within 45 days of such cancellation.
- 34.3 The purchaser shall bear and pay all amounts on account of Stamp Duty, Registration Fees and other incidental expenses and charges for registration of Conveyance Deed of the said apartment.
- 34.3.1 The G.S.T. charged is as per prevailing rates. However in case there is any change in G.S.T. rates made by the department, then the Purchaser will have to pay all the increased amount of G.S.T. to the Developer if there is any increase of rates, or vice versa if there is decrease in GST rates.
- 34.4 From the date of possession of the Apartment or 1(one) month from the date of issue of the demand letter, asking the Allottee to take possession of the apartment, the Allottee shall bear and pay all Gram Panchayat Taxes and rates for the said apartment and common areas. And also on and from such date until formation of the Association of all Apartment Owners the Allottee shall bear and pay to the Promoter monthly maintenance charges, within 7 (seven) days from the date of the bill, for the maintenance and management of the complex, at such rates to be decided by the Promoter or the maintenance agency.
- 34.5 Clarification on **Mechanical Car Parking Spaces** as mentioned above shall mean Car Parking Spaces under Mechanical Parking System (Dependent on each other) that may be installed in or portions of the Ground Floor of the said building for parking of mid-sized motor cars.

Dependent Mechanical Car Parking System shall mean electrically operated parking system installed within the said building at Ground Floor and to be shared equally by two co-owners holding one car parking spaces each in one Mechanical Parking system wherein one car is dependent on the other car at the time of ingress and egress of parking of car in the system.

The purchaser of Mechanical Parking shall pay @40 paise per sq. ft. per month, every month along with the payment of monthly maintenance charges to the Developer/Association/ Maintenance Agency for the maintenance of mechanical parking so purchased by the purchaser.

(Specification of Mechanical Parking system)

2 Leval Stack Parking System

It's a two level dependent Mechanical Car parking system wherein at the space of 1 Unit – 2 Cars can be parked. In such parking system has Ground and upper one level which shall be electrically operated. Here, the system is proposed to be installed with following specification:-

- Max Car height allowed at lower level will be 1900 mm.
- Max Car height allowed at upper level will be 1900 mm.
- Max Car width upto 1800 mm can be parked.
- Car length upto 4800 mm can be parked at both upper and lower level.
- Load carrying capacity of the platform is max. 2000 kgs.

34.6. Area Calculations:

1. **Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
2. **Carpet area of Servant Quarter:** The carpet area of the Servant Quarter, if appurtenant to any Unit, shall be the net usable area of such Servant Quarter excluding the area covered by the external walls thereof.
3. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
4. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
5. **Built-up Area:** The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Servant Quarter (if any appurtenant thereto) and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony/Servant Quarter and any other Unit/Balcony/Servant Quarter and the area covered by all other external walls of the such Unit/Balcony/Servant Quarter and also the area covered by all the internal walls in the unit. The built-up area of the Open Terrace includes the Open Terrace Area and the thickness of the parapet walls thereof.
6. **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

34.7 Unit Related:

- 34.7.1 Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit out or other activity.
- 34.7.2 Transfers by Allottee:** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to **@2% (two percent)** of the Total Price (excluding Other Costs and Deposits) hereunder or at which the Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to **@2% (two percent)** mentioned in this clause in respect of the Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter
- 34.7.3 Housing Loan by Allottee:** In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter and the Development Manager 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.

34.8 Amenities provided:

- 34.8.1 Users : The Allottee shall have the right to use Amenities provided in the Project in common with the Owners, the Promoter, and other Co-owners and occupiers of the Project.
- 34.8.2 Facilities : The conveniences, amenities and facilities to be provided shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed amenities, has been provided in **Schedule F** hereto. However, notwithstanding anything contained in Schedule F hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and the same may also from time to time be varied at the sole discretion of the Promoter.
- 34.8.3 Management and costs of amenities provided : All costs and expenses for and relating to the Amenities to be provided shall be borne and paid by the allottees of the Project. The Allottee agrees and confirms that the Amenities provided shall be initially managed and operated by the Promoter/Maintenance agency. Subsequently on formation of Association of flat owners, the Association shall be given the responsibilities in respect of Amenities at such time and on such terms and conditions as the Promoter/Maintenance agency may deem fit and proper

SCHEDULE-'A' (Part 1)

(Description of the said Land)

ALL THAT piece and parcel of land measuring an area of (4147.68 sq. mt.) equivalent to 62Kh – 3Ch – 39Sq.Ft. (4163.322 sq. mt.) as per deed, physically available 62Kh – 0 ch – 5 Sq.Ft. (4147.68 sq. mt.), L. R. Dag Nos. 670, 672, 673, 674, 676, 677,& 678 in L. R. Khatian Nos. 2445, within Mouza – Ramchandrapur, J. L. No. 58, under P.S. Sonarpur, within the limits of Bonhooghly (1) Gram Panchayat (Holding No. 2544), Dist. South 24 Parganas, Kolkata 700 103

On The North By: Land in R.S. Dag No. 1559, 600, 590.

On The South By: Land in R.S. Dag No. 1560.

On The East By: 20 feet wide non-metal common passage.

On The West By: Partly by land in R.S. Dag No. 1641 and partly by non-metal common passage.

(Part 2)

ALL THAT Apartment No on the floor in Block having carpet area of sq. ft. (super built up area of sq. ft.) for the said flat along with one open/covered car parking space no. in the Ground Floor at “**PELICAN PITRASHISH SKY WALK**”, Holding No. 2544, Bonhooghly (1) Gram Panchayat Dist. South 24 Parganas, Kolkata 700 103 TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises.

DESCRIPTION OF COMMON AREAS (PART-3)

1. Stair case and Stair case landing and passages on all floors.
2. Lift well and Lift with all its accessories.
3. Lift machine room, stair room in the roof.
4. Columns foundations & plinths.
5. Ultimate roof of the building.
6. Common passage and entrance lobby on the ground floor excepting covered car parking / open and mechanical parking areas.
7. Underground and overhead reservoirs.
8. Water pumps and pipe lines leading to the flats.
9. Generator for common services.
10. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks and common electrical lines &
11. Guards rooms, caretakers rooms, toilets, meter room, common room and other rooms and facilities in the ground floor.
12. Fire fighting equipment, machines, pipelines and accessories.
13. Boundary wall around the Premises, parapet walls on the roof.
14. Children’s play ground.
15. All other amenities that is for common use of all the flat owners.

DESCRIPTION OF COMMON EXPENSES (PART-4)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the Purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff etc. as to be engaged.
3. The costs of working and maintenance of lifts, generator, mechanical parking and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owners.
5. Such other expenses as are deemed by the Developer or the maintenance agency or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.

6. Costs of replacement of equipment or facilities such as lifts, generators, transformer etc.
7. The fees and disbursements paid to any caretakers/Managers/agents if appointed by the Developer or Association of flat owners in respect of the said building.
8. Such amount as shall be declared and fixed by the Developer in its absolute discretion for administration and other like-purposes. (common area).
9. All costs of maintenance, operating, replacing, white-washing, painting, rebuilding, reconstructing, decorating, re-decorating, lighting the common parts and also the outer walls of the building.

**SCHEDULE-‘B’
FLOOR PLAN OF THE APARTMENT
(Attached Herewith)**

SCHEDULE- ‘C’

PAYMENT PLAN

The allottee(s) shall make the payment of consideration amount of the Apartment and car parking space to the Promoter in the following Manner :-

Total Consideration Value for Flat and car parking space including GST @ 1% or 5% is Rs. /-

	<u>Percentage of Consideration Value</u>
i) On or before the execution of the Agreement.	- 10%
ii) Within 15 days from date of agreement	- 10%
iii) On completion of foundation of the building block in which the said flat is situated	- 20%
iv) On completion of Gr. Floor roof casting of the building block in which the said flat is situated	- 20%
v) On completion of 3rd floor roof casting of the building block in which the said flat is situated	- 10%
vi) On completion of brickwork of the said unit.	- 10%
vii) On completion of the flooring of the said unit	- 10%
viii) On possession of the said unit.	-10% + Other Charges

Other Charges over and above the consideration amount:-

- 1) Transformer, Cabling, Service Line, Deposits etc. – To be decided later by the Developer. (individual WBSEDCL meter to be paid directly by Allottee).
- 2) Power Backup/Generator it’s distribution, changeover etc.-Rs 35000/-
- 3) Maintenance Deposit @ 2/- per sq. ft. of super built-up area per month for a period of 12 (twelve) months

- 4) Legal Charges – Rs.21,000/-
- 5) Association Formation Charges – Rs. 10,000/-
- 6) Charges for providing amenities as per clause 34.8 – 25,000/-
(Plus GST @18% to be charged extra on the above as mentioned in Sl. Nos. 1 to 5)

GST and/or any other taxes, as applicable, shall be charged extra and is payable by the Allottee(s) to the Promoter with each payment.

All such payments to be made by the Allottee(s) to the Promoter within 21 days from the date of receipt of demand letter by the Allottee, demanding the payment of installment falling due.

SCHEDULE- 'D'

(Specifications which are part of the Apartment)

1. STRUCTURE - R.C.C. frame structure.
2. BRICK WORK - All external walls will be of 8"or 10" brickwork and all internal wall will be 3"or 5" bricks as per specification.
3. FLOORING - Vitrified tiles flooring in the living-cum-dinning, bedrooms and kitchen & toilet.
4. DOOR - All doors will be made with phenol bonded flush doors. Main door shall have night latch and the internal doors with handles.
5. WINDOW - All windows shall be fitted with anodized aluminum frames and fitted with glass and locks. BUT without any grills.
6. WALL INSIDE - Wall shall be covered with what is commonly known as Putty.
7. TOILET WALLS - Toilets walls will be covered with ceramic tiles of good make upto 6' (six feet) height.
8. WALL OUTSIDE- All external walls are to be finished with weather coat paints.
9. PLUMBING LINE – All water / drain lines shall be of PVC pipes. Internal pipelines in the toilets will be concealed / cermic.
10. SANITARY FIXTURES – Each toilet shall be provided with one Western type pan with C.P. fittings and P.V.C. cistern and basin, and water tap with shower Standard quality C.P. fittings in all bathrooms. Hot and Cold Water line without geyser in all toilet only. All Sanitary Ware will be of white colour of good quality.
11. ELECTRICALS - Concealed wiring with good quality copper wiring with points like lights, fans, plug points and modular switches in each bed room and also adequate numbers of light, fan and plug points in living/dining area, One A.C. point in master bedroom and One T.V. and telephone point in living / dining space. Exhaust Fan points in toilets and kitchens. Geyser Point in all toilet.
12. KITCHEN - Kitchen platform shall have black granite with stainless steel sink with tile up to 2 ft. above the platform.

SCHEDULE- 'E'

(Specifications which are part of the project)

1. LIFT
2. CCTV at entry points.
3. Iron Filtration Plant.
4. GENERATOR - Generator facility for the common areas of the building and 500 Watt for each flat.

SCHEDULE – F

(Amenities to be provided in the project)

1. Community Hall/ Games Room.
2. Gymnasium.
3. CCTV in the ground floor at entry points.
4. Sky Walk.
5. Terrace Garden with sitting arrangement.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors/Owners :-

(1) Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

PHOTO

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee/s (including joint buyers)

(1) Signature _____
Name _____
Address _____

PHOTO

(2) Signature _____
Name _____
Address _____

PHOTO

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs..... /- (Rupees) only being the earnest money out of the total consideration price of sale of the said flat room in the manner as follows:

Sl.No.	Chq. No./Demand Draft No.	Name of the Bank	Amount (in Rupees)
1.			
2.			

(Rupees only)

WITNESSES:-

1.

2.