

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Kolkata on this ____ day of _____, **TWO THOUSAND TWENTY** _____ (**202**____)

BETWEEN

SANKAR NATH BASURAY (PAN No. ADKPB0958K) (Aadhaar No 5277 9509 0976), son of late Hemendra Nath Basuray, by Faith Hindu by Occupation Retired person, by Nationality Indian, residing at Plot No. 61, Block-HA, Sector III, Bidhannagar, Police Station-Bidhannagar (South), P.O- Purbachal District: South 24-Parganas, hereinafter referred to as the hereinafter referred to as **LAND OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns). of the **FIRST PART**.

AND

JASMIN AHMED (PAN AMRPA1429N) (Aadhaar No. 2791 8868 7091) wife of Sk Younus Mannan, daughter of Jafar Uddin Ahmed, by faith Islam, by Nationality- Indian, by occupation- Housewife, residing at 1/X, Sapgachi, 1st lane, Police Station- Tiljala , Post Office- Tiljala, Kolkata-700039, District South 24 Parganas, hereinafter referred to as the **“PURCHASER”**

(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, successors, and/or assigns) of the **SECOND PART**.

A. The Promoter is the absolute and lawful owner of ALL THAT piece and parcel of Bastu land measuring about 3 (three) Cottahs 3 Chittacks more or less laying and situated at Mouza-Boral, J.L. No. 61, under R.S as well as L.R. Dag No.675 and 893 appertaining to R.S. Khatian no. 311 and L.R. Khatian No. 2463, Touzi No. 142, RS No.199 Pargana- Magura, Holding No. 509, Boral Majher Para, under the Ward No. 33 Post Office- Boral, Police Station -Sonarpur, Pin-700154, within the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the state of West Bengal

B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Projects]

C. The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ plots and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project") Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. _____ ;

F. The Promoter has obtained the final layout plan approvals for the Project from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ ; on _____ under registration

H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet,

type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B); [OR] The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable)] in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

J.

_____ [Please enter any additional disclosures/details]

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the purchasers and the purchasers hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Second schedule.

1.2 The Total Price payable for the Apartment based on the carpet area is Rs
Only including GST) and
(Rs.
Excluding GST) which is more fully mentioned in “Part I of the Third Schedule.

Explanation:

I. The Total Price above includes the booking amount paid by the purchasers to the Developer towards the Apartment.

II. The Total Price above includes taxes (consisting of tax paid or payable by the Developer by way of Goods and Services Tax, cess, or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the purchasers.

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

III. The Developer shall periodically intimate to the purchasers, the amount payable as stated in (i) above and the purchasers shall make payment within 30 days from the date of such written intimation or demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the purchasers 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 the Completed Apartment as per specifications more fully mentioned in “Part-I of the Third Schedule” includes recovery of the price of proportionate undivided share of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes the cost for providing all other facilities, amenities, and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

V. The Total Price is escalation-free, save and except increases which the purchasers hereby agrees to pay, due to increases on account of development charges payable to the Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time and/or due to abnormal increase in the cost of construction after the launch of the project, incurred by the Developer, because of increase in the cost of construction materials/labour cost, if approved by the competent authorities, in such event the purchasers shall pay the said additional cost to the Developer. The Developer undertakes and agrees that while raising a demand on the purchasers for an increase in development charges, cost/charges/taxes 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 purchasers, which shall only be applicable on subsequent payments.

VI. The purchasers shall make the payment as per the payment plan set out in “Third Schedule” (hereinafter referred to as the “Payment Plan”).

VII. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchasers by discounting such early payments 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 Purchasers by the Developer.

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

IX. The Developer shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the building is completed and the Occupancy/Completion 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 carpet area within the defined limit then the Developer shall refund the excess money paid by the Purchasers 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 Purchasers. If there is any increase in the carpet area allotted to the Purchasers, the Developer shall demand that from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on a pro-rate basis.

Subject to clause 9.3 the Developer agrees and acknowledges, the Purchasers shall have the right to the Apartment as mentioned below.

I. The Purchasers shall have exclusive ownership of the Apartment.

II. The Purchasers shall also have an undivided proportionate share in the Common Areas as members of the Association. Since the Share and/or interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use the Common Areas along with Owners, Confirming Parties, Developer, other co-owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Purchasers (upon formation and registration of the same) after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

III. That the computation of the price of the Apartment includes recovery of the price of proportionate undivided share of land underneath the building, construction of the Apartment, Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and fire-fighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project. The price excludes Taxes and maintenance charges.

X. It is made clear by the Developer and the Purchasers agrees that the Apartment along with Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project that is being developed is a part of the project or zone and shall form a part of and/or linked/combined with other phases for the purpose of the integration of infrastructure for the benefit of the Purchasers as disclosed.

XI. The Purchasers are very well acquainted with the fact that the developer may acquire more parcel of land adjacent to the said premises, which shall be made part of the said project and Purchasers agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the developer desires to acquire a further more parcel of land in respect of the said project, the Purchasers shall have no objection to the same.

XII. The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, 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 all Purchasers or any liability, mortgage loan, and interest thereon before transferring the Apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

XIII. The Purchasers have paid a sum equivalent to 10% of the Total Price as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Developer hereby acknowledges and the Purchasers hereby agrees to pay the balance of the Total Price of the Apartment 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 Purchasers delays in making payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT: Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchasers shall make all payments, on a written demand by the Developer, within the stipulated time as mentioned in the Payment Plan

described in the eighth schedule through A/c Payee cheque/demand draft or online payment (as applicable) (No Cash payments will be accepted under any circumstances).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Purchasers, 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 Purchasers understand and agrees that in the event of any failure on its/his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, it/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 regarding matters specified in Clause 3.1 above. The Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchasers after the signing of this Agreement, it shall be the sole responsibility of the Purchasers 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 the Purchasers and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Purchasers authorizes the Developer to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Purchasers against the Apartment, if any, in his/her/their/ /its name and the Purchasers undertakes not to object/demand/direct the Developer to adjust his/her/their/its payments in any manner.

5. TIME IS ESSENCE: Time is of the essence for the Developer as well as the Purchaser. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchasers and the common areas in a phase-wise manner to the association of the Purchasers after receiving the occupancy certificate. Similarly, the Purchasers shall make timely payments of the installment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment Plan".

6. CONSTRUCTION OF THE PROJECT/THE APARTMENT: The Purchasers have seen the specifications of the Flat/Unit more fully and particularly mentioned and described in the **THIRD**, written hereunder and upon satisfaction accepted the specifications mentioned therein and further agreed to make payments in terms of the Payment Terms mentioned in the **SCHEDULE** written hereunder. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. In terms of this Agreement, the Developer undertakes to abide by such plans approved by the competent Authorities and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable law in force 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 these terms by the Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Apartment: The Developer agrees and understands that timely delivery of the possession of the Apartment to the Purchasers along with ready and completing the Common Areas of the Project is the essence of the Agreement. The Developer assures to hand over **possession of the Apartment along with ready and complete Common Areas, if any, of the Project within 31st December 2025**, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Developer shall be entitled to an extension of time for the delivery of possession of the Apartment.

Provided, that such Force Majeure conditions are not of a nature that make it impossible for the contract to be implemented. The Purchasers 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 Purchasers the entire amount received by the Developer from allotment within 45 (forty-five) days from that date. The Developer shall intimate the Purchasers about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Purchasers, the Purchasers agrees that he/she shall not have rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Purchasers shall be free to approach the authorities concerned for refund of such GST.

7.2 Procedure for taking possession: The Developer upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project (“Liability Commencement Date”) and subject to the Purchasers not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Apartment to the Purchasers in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate

(Possession Notice) subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Conveyance. The Developer agrees and undertakes to indemnify the Purchasers in case of failure to fulfill any of the provisions, formalities, or documentation on the part of the Developer. The Purchasers agree (s) to pay the maintenance charges as determined by the Developer of Purchasers, as the case may be. The Developer, on its behalf, shall offer possession of the Unit upon receiving the occupancy certificate of the Project/Building containing the Unit.

7.3 FAILURE OF PURCHASERS TO TAKE POSSESSION OF APARTMENT: Upon receiving a written intimation from the Developer as per clause 7.2, the Purchasers shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchasers. In case the Purchasers fails to take possession within the time provided in clause 7.2, such Purchasers shall continue to be liable to pay maintenance charges as applicable.

7.4 POSSESSION BY THE DEVELOPER – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5 CANCELLATION BY DEVELOPER – The Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchasers 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 Purchasers shall be returned by the Developer to the Purchasers within 45 days of such cancellation.

7.6 COMPENSATION: The Developer shall compensate the Purchasers in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchasers wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchasers does not intend to withdraw from the Project, the Developer shall pay the Purchasers interest at the rate specified in the Rules for every month of

delay, till the handing over of the possession of the Apartment.

Provided, that where if the Purchasers does not intend to withdraw from the Project, the Developer shall pay the Purchasers interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Developer to the Purchasers within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Purchasers as follows:

- i. The Developer have marketable title with respect to the Project Land; and he has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project; iii. There are no encumbrances upon the Project Land and the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Apartment 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 and the Apartment and the Common Areas, if any;
- 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 Purchasers agreed to be created herein, may prejudicially be affected;
- vii. The Owners/Developer has not entered into any agreement for sale and/or development agreement (save and except the development agreement referred here) or any other agreement/arrangement with any person or party with respect to the Project Land and the Apartment which will, in any manner, affect the rights of Purchasers under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment to the Purchasers 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 Apartment to the Purchasers and the Common Areas of the Project to the association of Purchasers or the competent authority, as the case may be, after the completion of the Project;
- x. The Developer has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and

other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Purchasers and the association of the Purchasers or the competent authority, as the case may be;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification has been received by or served upon the Developer in respect of the Project Land and/or the Project;

xii. The Developer intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority becoming operational and ready to receive the same and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority.

xiii. That the property is not a waqf property.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

9.2 In case of Default by the Developer under the conditions listed above, the Purchasers are entitled to the following:

- i. Stop making further payments linked to construction milestones to the Developer as demanded by the Developer. If the Purchasers stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Purchasers is not construction linked; or
- ii. The Purchasers shall have the option of terminating this Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the Total Price of the Apartment along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice and further subject to the Purchasers before receipt of refund on the above account from the Developer, at

his/her/their costs and expenses, execute all necessary cancellation related documents required by the Developer;

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Developer and the Purchasers shall be free to approach the authorities concerned for refund of such GST.

Provided that where Purchasers does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Developer to the Purchasers within 45 (forty-five days) of it becoming due.

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

- i. In case the Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the Developer on the unpaid amount as the rate prescribed in the Rules;
- ii. In case of Default by Purchasers condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Developer in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Purchasers and refund the money paid to him/her/them by the Purchasers after deducting the amount paid at or before the execution of this agreement and the interest liabilities of the Purchasers with an option to pay the same directly to the bank account of the Purchasers given at the time of application form and this Agreement shall thereupon stand terminated: Such refund to the Purchasers by the Developer shall be made out of the amounts received by the Developer against sale of the said Apartment to any other interested person.

The Purchasers expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in terms of this Agreement by the Developer or the Purchasers, as the case may be, the Developer shall be at liberty to act as the constituted attorney of the Purchasers and execute, present for registration and register unilaterally a deed of cancellation in the event Purchasers fails to do so in spite of several reminders and the Purchasers shall cease to have any right title interest whatsoever in the Apartment or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Developer or the Purchasers, as the case may be.

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

10 DEED OF CONVEYANCE OF THE APARTMENT:

10.1 The Developer, on receipt of the complete amount of the Total Price of the Apartment as mentioned in 1.2 above from the Purchasers, shall execute a Deed of Conveyance drafted by the Developer's Advocate and transfer to the Purchasers the right, title and interest and convey the title of the Said Apartment and right to use of car parking space, if any and together with the right to use the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy/completion certificate, as per the Deed of Conveyance to be drafted by the Advocate of the Developer.

However, prior to execution of the deed of conveyance, the purchasers shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser. However, in case the Purchasers fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the Purchasers and on such Default the Purchasers shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Purchasers shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies)

11 MAINTENANCES OF THE SAID UNIT/PROJECT: The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the Project by the association of the Purchasers or ad-hoc committee of the Purchasers, as the case may be.

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 relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchasers 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 Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchasers by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchasers, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determine the nature of such defect (which inspection the Developer shall be required to complete within 15 days of receipt of the notice from the Purchasers), alters the state and condition of such defect, then the Developer

shall be relieved of its obligations contained in the Clause immediately preceding and the Purchasers shall not be entitled to any cost or compensation in respect thereof.

13 RIGHTS OF PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchasers hereby agrees to purchase the said Apartment on the specific understanding that his/her/their 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 In-charge (or the maintenance agency appointed by it) and performance by the Purchasers of all his/her/their obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Developer/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Purchasers agrees to permit the Developer and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 USAGE: Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible for maintaining the Apartment at his/her/their own cost and shall not do or suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.

16.2 The Purchasers further undertakes, assures and guarantees that he/she/they 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, buildings therein or Common Areas. The Purchasers shall also not change the Colour scheme of the outer walls or paint the exterior side of the windows or carry out any change in the exterior elevation or design. Further,

the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the Building / Project.

16.3 The Purchasers shall also not remove any wall, including the outer and load-bearing wall of the Apartment, the Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association, as the case may be. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Purchasers are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular.

18 ADDITIONAL CONSTRUCTIONS: The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for circumstances specifically provided in the Act. Provided however the Purchasers undertakes not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

a) In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the “Other Further Lands”, the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.

b) The projects common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

c) The Developer may construct other blocks or raise further floors to all or any of the blocks shown in the layout plan and the Purchasers gives his consent for any such said change.

19 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchasers under this Agreement (or any part thereof), in the

manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

The Developer has assured the Purchasers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21 BINDING EFFECT:

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

22 ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

23 RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASERS/ SUBSEQUENT TRANSFEREES: 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 Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchasers, in case of a transfer, the said obligations go along with the Apartment.

25 WAIVER NOT A LIMITATION TO ENFORCE:

I. 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 Purchasers 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 Purchasers that exercise of discretion by the Developer in the case of Purchasers shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Purchasers.

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

27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with another Purchasers (s) of the complex, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments in the Project

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

29 PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developer/ Owner through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchasers, after the Agreement is duly executed by the Purchasers and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30 NOTICES: All notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchasers and the Developer to inform each other of any change in

address after 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 Purchasers, as the case may be.

31 JOINT ALLOTTEES: In case there are joint Purchasers all communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by him/her/it which shall for all intents and purposes to be considered as properly served on all the Purchasers.

32 GOVERNING LAW: 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 thereunder including other applicable laws of India for the time being in force.

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

34 ADDITIONAL TERMS AND CONDITIONS:

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions, and covenants on the part of the Owners, Developer, and Purchasers to be respectively paid observed, and performed, as the case may be (it is clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such 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 Purchasers before execution of the Deed of Sale, intends to nominate his/her/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place, and instead, the Purchasers may do so with the permission of the Developer subject to payment of administrative charges to the Developer @ 2% (two percent) of the total transfer price or purchase price of Unit whichever is higher.

34.2 The Purchasers agrees and understands that all the standard fitting, interiors, furniture, kitchenette, and fixtures dimensions provided in the show/model residential Apartment exhibited at the site only provide a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not

include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape, and appearance from the ones provided in the model Apartment and the Purchasers shall not be entitled to raise any claim for such variation.

34.3 Notwithstanding anything contained herein, by the execution of this Agreement the Purchasers has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Developer to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or Said Project land and/or the Building and/or any part or portion thereof in favor of any bank and/or financial institution providing loan and/or financial assistance to the Developer for development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Purchasers. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Purchasers for the creation of charge/ mortgage over any part or portion of the Said Land and/or Project land and/or the Building, and no separate consent of the Purchasers shall be required for the said purpose.

34.4 The Developer undertakes to cause the said bank(s)/financial institution(s) to (a) issue, if necessary, a no-objection letter in favour of the Purchasers to enable the Purchasers to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the Developer from the Purchasers (to the complete satisfaction of the Developer), of the full payment and/or deposit, as the case may be, of all sums, amounts, etc. payable/to be deposited by the Purchasers in terms of this Agreement, before execution of the Conveyance Deed in favour of the Purchasers, subject to the terms of this Agreement, the Developer shall cause the mortgage, security, charge or other encumbrances, if any created by the Developer over and in respect of the Apartment, to be discharged and/or released.

34.5 In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchasers and the Bank/ financial institution, SUBJECT HOWEVER the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such bank/ Financial Institution.

34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

34.7 The Developer has informed and the Purchasers is aware that in the Project there are several kinds of car parking spaces such as covered/independent covered/ dependent covered/ open to

sky surface parking facilities will be available in the Project. Therefore, for better understanding, management, and discipline amongst Purchasers of the Project, the Developer shall as per the approved plan specifically mark/tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Purchasers.

34.8 In case the WBSEDCL fails and/or delays in providing individual electricity meters to the Purchasers of the Apartments of the said Project, in that event the Developer/Maintenance Agency shall provide electricity to Purchasers. The Purchasers shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Developer or the Maintenance Agency based on electricity consumption recorded in the Electricity Sub-Meter to be provided to the Purchasers by the Developer or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Developer or Maintenance Agency, as the case may be, together with the cost of transmission loss and applicable charges for distribution of the electricity to individual Purchasers and the Purchasers shall not raise any objection about rate charges for providing such services.

34.9 The Possession Date has been accepted by the Purchasers. However, if the said Apartment is made ready before the Completion Date, the Purchasers undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having agreed and understood that the payment obligations of the Purchasers are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.10 The Developer has informed and the Purchasers are aware that upon obtaining a completion certificate from the appropriate Authority the Developer shall hand over possession of the respective Units to the Purchasers. During such a period of handover, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Purchasers in the said project/complex. However, the Developer shall be responsible for completing such amenities and making them ready for occupation positively, before handing over the project/complex to the Association of the Purchasers.

34.11 In the event of cancellation of allotment the balance amount of money paid by the Purchasers (other than booking money, Taxes paid by the Purchasers, and/or stamp duty and registration charges incurred by the Purchasers) shall be returned by the Developer to the Purchasers without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further, in case of a falling market, the amount repayable will be reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Purchasers if the current Sale Price is less than the Purchase Price. The Purchasers shall before receipt of refund on the above account from the Developer, at his costs and expenses, execute all necessary cancellation related documents required by the Developer.

34.12 The Developer will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Purchasers desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchasers has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Purchasers access to the Apartment before the Possession Date for interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchasers provided that such access will be availed by such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

34.13 The Purchasers know that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Purchasers shall not raise any claim against the Developer within this limit.

34.14 The Purchasers shall be liable to pay all Tax, impositions, Khazna, etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.

34.15 The Developer shall take necessary steps for the formation of an Association of Purchasers as contemplated as per law in accordance with the provision of the West Bengal Apartment Ownership Act, 1972. The Purchasers of the project/complex shall compulsorily become members of the said Association. The Developer shall hand over the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for the maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto including but not limited to the renewal of all applicable Licenses, NOCs, etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., etc. and the Developer shall not be held responsible for non-compliance if any on part of the said Association in this regard. Apart from the said Association, the Purchasers shall not indulge and/or form any other parallel association or group within the said project/complex under any circumstances. The said Association shall be responsible for holding any program/occasion / social gathering/event within the said project/complex under the supervision of the Committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association.

34.16 The cost of maintenance of the Apartment and Car Parking space will be paid/borne by the Purchasers from the date of obtaining the completion certificate till the handover of maintenance of the project to the association of Purchasers. The Purchasers shall before taking possession of the apartment pay @ Rs.____/- per sq. ft. on the built-up area of the apartment (which will also include the entire area of the exclusive Open Terrace attached to any apartment allotted to Purchasers) together with applicable GST towards the cost of such maintenance and sinking funds of the Apartment for the initial period of two years. The Purchasers shall

additionally pay @ Rs.____/- per sq. ft. on the built-up area of the apartment (which will also include the entire area of exclusive Open Terrace attached to any apartment allotted to Purchasers) towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, Proportionate charges for Shared Common Areas and the Shared Common Infrastructure and the parking spaces and for all other Common Purposes and for rendition of services in common to the Purchasers and all other expenses for the common purposes to be contributed borne paid and shared by the Purchasers of the said Project including those mentioned hereunder. The developer for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first two years' maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting pieces of equipment and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting, and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment, and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX, etc., and other common installations including their license fees, taxes, and other levies (if any) and all the lights of the common area.
- All expenses required to be incurred on account of renewal of NOCs, License, and AMC for all equipment, machinery and lifts installed in the project.
- Multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Purchasers.
- Creation of a sinking fund for replacement, renovation and other periodic expenses of equipment.

- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians, etc. including perquisites, bonuses, and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

The Developer has estimated the cost for the first two years' maintenance charges, as per present indexation and on a thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Purchasers. However, neither the Developer shall ask for any extra amount on that account, for the said period, nor the Purchasers shall ask for any deduction for the same. In case the Developer is required to maintain the said Project beyond the said period, the Developer shall provide and maintain the essential services in the said Project and the Purchasers shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer i.e. actual cost plus 15% administrative charges.

34.18 That Purchasers shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said project and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements, etc. on the same or the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies, and outgoings, as may be imposed by the authority/ authorities for the same.

34.19 That on and from the date of possession of the said Apartment, the Purchasers shall:

- a. Co-operate in the management and maintenance of the said project
- b. Observe, comply, and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities, and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until the formation of the Association including the GST.
- d. The Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchasers shall be liable to pay interest @2% per annum on the due amounts and if such default shall continue for three months then and in that event, the Purchasers shall not be entitled to avail of any of the facilities, amenities, and utilities provided in the "Said Project" and the Developer as the case may be, shall be entitled to take the following measures and the Purchasers hereby consents to the same:
 - i) to discontinue the supply of electricity to the "Said Apartment".

- ii) to disconnect the water supply.
 - iii) not to allow the usage of lifts, either by Purchasers, his/her/their family members, domestic help, or visitors.
 - iv) to discontinue the facility of DG Power back-up.
 - v) to discontinue the usage of all amenities and facilities provided in the said project to the Purchasers and his/her/their family members/guests.
 - vi) the Developer as the case may be shall have having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
- e. The above-said discontinuation of some services and facilities shall not be restored until such time the Purchasers has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges, and expenses incurred till then by the Developer to realize the due amount from the Purchasers.
- f. Use the said Apartment for residential purposes only.
- g. Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking its car/cars. In case the Purchasers is provided a facility of parking that is inter-dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Purchasers shall cooperate for the ingress and egress of the car of the other Apartment owner of such facility or any other Co-owners in the Project.
- h. Pay monthly maintenance charges in respect of car parking spaces allotted, if any.
- j. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer about the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen, and electricity charges, as may be fixed or determined by the Developer from time to time.
- k. Use all paths, passages, and staircases for ingress and egress and no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- l. Use the Community Hall for small functions of their families the meeting of Apartment Owners or the use of any function/meeting by all the Apartment Owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for the warming of the pre-cooked food or final dressing of the food, etc., and for safety purposes, in no circumstances, the full-fledged cooking be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that requires lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loudspeakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other

covered/ enclosed area of the said project for sprinkling or spraying of color and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Developer/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

m. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials, and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Developer and all other persons entitled thereto.

n. Use of the Common Areas, Shared Common Areas, and the Shared Common

Infrastructure with due care and caution and not hold the Owners, Confirming Parties, or the Developer liable in any manner for any accident or damage while enjoying the Common Areas, Shared Common Areas and the Shared Common Infrastructure by the Purchasers or his family members or any other person. It is clarified that the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure.

o. Maintain at his/her/their costs, the Apartment, and the Balcony, in the same good condition state and order in which it is delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

p. Draw electric lines/wires, television cables, broadband data cables, and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or the other said complex Co-Owners. The main electric meter shall be installed only at the common meter space in the said complex. The Purchasers shall under no circumstances be entitled to affix, draw, or string wires, cables, or pipes from, to, or through any part or portion and outside walls of the Building.

q. Apply for and obtain at his cost a separate assessment and mutation of the Apartment in the records of appropriate authority within six (6) months from the date of possession.

r. Install firefighting and sensing system gadgets and equipment as required under law and shall keep the Apartment free from all hazards relating to fire.

s. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires, and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition to support shelter

and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

t. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

34.20 That on and from the date of possession of the said Apartment, the Purchasers shall not:

a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the common area save at the provisions made thereof.

b. Do or permit anything to be done that is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

c. Place or cause to be placed any article or object in the common area.

d. Injure, harm, or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.

e. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Purchasers.

f. Make any addition, or alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the building/elevation, duly approved and finalized by the architect of the project.

g. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.

h. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive, or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

i. Close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandas, lounges, or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Developer /

Association differs from the color scheme of the building or deviation or which in the opinion of the Developer / Association may affect the elevation in respect of the exterior walls of the said building.

j. Use the said Apartment or permit the same to be used for any purpose 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 and occupiers of the neighboring flat or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motorcycles and shall not raise or put any kutchha or pucca construction grided wall/enclosures 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 allowed in the car parking space.

k. Partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Apartment or the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas to make changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

l. Install or keep or operate any generator in the Unit or the balcony/verandah if attached thereto corridor, lobby, or passage of the floor in which the Unit is situated or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.

m. Hang or put any clothes in or upon the windows balconies and other portions that may be exposed in a manner or be visible to outsiders.

n. Sub-divide the Apartment and Car Parking Space under any circumstances.

o. Use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said complex.

p. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any, and the Common Areas.

q. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

- r. Alter the outer elevation or façade or color scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors, and windows, etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid.
- s. Install grills the design of which has not been suggested or approved by the Developer or the Architects.
- t. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- u. Park any motor car, two-wheeler, or any other vehicle at any place in the said Land (including at the open spaces at the said Land) or nor claim any right to park in any manner whatsoever or howsoever Provided that if the Purchasers has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:
 - i. The Purchasers shall use only the space for Car Parking Space identified for his/her/their for parking;
 - ii. The Purchasers shall use the Car Parking Space, only for the purpose of parking his medium-sized motor car that could comfortably fit in the allotted Parking Space.
 - iii. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation, or sleep of servants, drivers, or any person whosoever.
 - iv. The Purchasers shall not park any vehicle of any description anywhere within the Project save only at the place if agreed to be granted to him/her/them.
 - v. The Purchasers shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa, with the only exception being that the Purchasers may transfer the Car Parking Space independent of the Unit to any other Co-owner of the Project and none else.
 - vi. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.
 - vii. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Purchasers is not permissible, then the Purchasers shall neither hold the Developer and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Developer and/or the Owners.
 - viii. In case the Purchasers is provided a facility of parking which is dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Purchasers shall cooperate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.

- ix. Payment of monthly maintenance charges in respect of car parking spaces allotted, if any.
- v. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its car/cars.
- w. Let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- x. Encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, before registration of conveyance deed for the said Apartment in favor of the Purchasers.
- y. Store or cause to be stored and not to place or cause to be placed any goods, articles, or things in the Common Areas.
- z. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- aa. AaViolate any of the rules and/or regulations laid down by the Maintenance Charge/Association of Owners for use of the Common Areas, Shared Common Areas, and Shared Common Infrastructure

The Developer has clarified and the Purchasers has agreed that after booking of an Apartment, the Purchasers shall be liable to make payment as per the Demand to be raised by the Developer in terms of this Agreement.

THE FIRST SCHEDULE

THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT piece and parcel of Bastu land measuring about 3 (three) Cottahs 3 Chittacks more or less laying and situated at Mouza- Boral, J.L. No. 61, under R.S as well as L.R. Dag No.675 and 893 appertaining to R.S. Khatian no. 311 and L.R. Khatian No. 2463, Touzi No. 142, RS No.199 Pargana- Magura, Holding No. 509, Boral Majher Para, under the Ward No. 33 Post Office- Boral, Police Station -Sonarpur, Pin-700154, within the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the state of West Bengal which is butted and bounded as follows

- On the North :** 30 ft Wide Municipal Road
- On the South :** Land of R.S Dag No 674 &675
- On the East :** Land of R.S Dag No. 669
- On the West :** 12 feet 4 inches Wide Common Passage.

SECOND SCHEDULE HEREUNDER WRITTEN
(Description of the Flat & Car Parking)

ALL THAT piece and parcel of Residential Space being No., having a Buildup area of Sq. Ft. and Carpet Area measuring about Sq. Ft more or less, consisting of **3/2 (Three/Two)** Bed Rooms **1 (One)** Living/Dining, **1 (One)** Kitchen, **1 (One)** Balcony, **2 (Two)** Toilet, situated on the **Fourth Floor** of the under the constructed building along with permission to park one road-worthy passenger car in the allotted area of **1(One) Covered Independent Parking**, at the project namely **“JASMIN TOWER II”**, Together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated at Holding No. 509, Boral Majher Para, under the Ward No. 33 Post Office- , Police Station -Sonarpur, Pin-700154 within the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the state of West Bengal which is duly delineated and/or earmarked in the sketch plans and/or maps annexed hereto and bordered by **“RED”** ink. having **No LIFT PROVISION**.

DISCLAIMER

The additional terms and conditions and schedule mentioned herein above as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such 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 under RERA ACT.

THIRD SCHEDULE ABOVE REFERRED TO

PART-I TOTAL PRICE

Particulars Amount in Rupees.

The total Price of the Apartments including the Facility of Car Parking is only which includes applicable GST) and Only Excluding GST).

PART-II

A. DEPOSIT:

1. Applicable proportionate expenses for Transformer Charges to be paid to the WBSEDCL.
2. Applicable Non-refundable Deposit for obtaining electric connection in the said flats from the WBSEDCL.
3. Applicable Non-refundable Deposit for obtaining a common electric connection in the Building from the WBSEDCL.
4. Maintenance @ Rs.24/ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 12 months) payable to Developer post possession.
5. Society formation charges @ Rs.2000/- per flat (payable to Developer).
6. Agreement Charges and Deed of Conveyance Registration Charges 1.1% of the market value of the Flat.

PART -III

SL. No.	Particulars	Amount in percentage with GST
1.	Booking	10%
2.	Commencement of Foundation.	10%
3.	Casting 1 st Slab.	10%
4.	Casting 2 nd Slab.	10%
5.	Casting 3 rd Slab.	10%
6.	Casting 4 th Slab.	10%
7.	Commencement of Brickwork of particular floor.	10%
8.	Commencement of inside plaster of particular floor.	10%
9.	Commencement of flooring of a particular floor	10%
10.	On Possession	10%

MEMO OF CONSIDERATION

RECEIVED this day from the Purchaser a sum of **Rs.....** as earnest and/or part payment against the total Consideration, in the manner specified hereunder:

Sl No.	Date	Cheque/Bank Transfer	BANK	In favour of	Amount
1.					
Total:					Rs...../-

WITNESS

SIGNATURE OF THE DEVELOPER

IN WITNESS WHEREOF THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

**SIGNATURE OF THE LAND OWNERS
THROUGH THEIR CONSTITUTE
ATTORNEY**

SIGNED, SEALED & DELIVERED
by within named **LAND OWNERS,**
DEVELOPER, and **PURCHASER** in
the presence of **WITNESSES** at
Kolkata.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

**DRAFTED BY ME AS PER
INSTRUCTION AND DOCUMENTS
PROVIDED BY THE CLIENT**

Rajib Ghosh

Advocate

Rco Legal Advocate & Solicitors

High Court Calcutta, 6, Old Post Office Street,
Basement Room No.1, Kolkata-700001.

F/2190/2005/2019

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DATED THIS DAY OF 202

**SALE AGREEMENT
BETWEEN**

..... SELLERS

AND

.... PURCHASERS

**Flat No.: , Floor: , Built up Area:
Car Parking: GROUND FLOOR (INDEPENDENT)**

**RAJIB GHOSH
Advocate**

**High Court Calcutta, Rco Legal, Advocate &
Solicitors 6, Old Post Office Street, Temple
Chamber, Basement, Room No. 1, Kolkata-
700001.adv.rcolegal@gmail.com**