

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Kolkata on this Day of September, **TWO THOUSAND TWENTY FIVE (2025)**.

BETWEEN

SHRI SWAPAN DAS MAJUMDER son of Gopal Das Majumder, having his Income Tax Permanent Account Number (**AWYPM0013F**) and Aadhar Number (**3944 0298 3059**), by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at R.N.T. Road, Post office- Harinavi, Police Station- Sonarpur, Kolkata- 700148, District South 24 Parganas in the State of West Bengal, hereinafter referred to as the hereinafter referred to as **LAND OWNER/DVELOPER** (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

....., wife of, having his Income Tax Permanent Account Number. (.....), and Aadhaar Number (.....), by Faith-Hindu by Occupation-Service, by Nationality- Indian, residing at, Post Office & Police Station-....., Kolkata-....., District-South 24 Parganas, in the State of West Bengal. hereinafter referred to as the **“PURCHASER”** (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include his/her heirs, legal representatives, successors, and/or assigns) of the **SECOND PART**.

THE DEVOLUTION OF THE BACKGROUND OF THE TITLE OF THE PROPERTY:-

A. One Brajendralal Halder, Dijendralal Halder, Rathindranath Halder @Dhirendralal Halder and Manindralal Halder by inheritance of property become the joint owners of some plot of land lying and situated at Mouza- Manikpur at Plot No. 2, comprising in R.S. Dag No. 47 and R.S. Khatian No. 446, J.L. No.77, Touzi No. 412, Revisional Survey No. 226, Pargana Magura, District South 24 Parganas, in the State of West Bengal.

B. While said Brajendralal Halder, Dijendralal Halder, Rathindranath Halder @Dhirendralal Halder and Manindralal Halder were jointly enjoying their all that aforesaid land free from all sorts of encumbrances to better use of the aforesaid land in 1966 they have jointly executed a deed of Partition which was registered at the office of District Sub Registrar at Alipore and duly recorded the same in Being No. 7002 for the year 1966.

C. By virtue of aforesaid deed of partition said Dijendralal Halder as a second party thereto was got All That piece and parcel of land measuring about 3 Cottah 14 Chittak 2 Square Feet more or less along with others land and started enjoying the same by paying taxes to the concern authority.

D. While said Dijendralal Halder was enjoying his All That aforesaid land measuring about 3 Cottah 14 Chittak 2 Square Feet more or less laying and situated at Mouza- Manikpur, at plot No. 2, comprising in R.S. Dag No. 47, R.S. Khatian No. 446, J.L. No.77, Touzi No. 412, Revisional Survey No. 226, Pargana Magura, District South 24 Parganas, in the State of West Bengal on 8th February 1983 had sold conveyed and transferred All That piece and parcel of land measuring about 3 Cottah 14 Chittak 2 Square Feet more or less unto and in favour of said Jayshree Das by executing a registered Bengali Sale Deed which was registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No.I, Volume No. 14 Pages from 176 to 184, Being No. 00666 for the year 1983.

E. By virtue of the aforesaid Bengali Sale Deed, said Jayshree Das became the sole and absolute owner in respect of the aforesaid land and issued a new R.S. Khatian 427 in favour of her name and started enjoying the same by paying taxes to the concerned authority.

F. While said Jayshree Das was enjoying her All That aforesaid land free from all sorts of encumbrances on 19th May 1989 had sold conveyed and transferred All That piece and parcel of land measuring about 3 Cottah 14 Chittak 2 Square Feet more or less unto and in

favour of said Rita Chowdhury, Pritam Chowdhury and Subham Chowdhury by executing a registered Bengali Sale Deed which was registered at the office of Additional District sub Registrar at Sonarpur and duly recorded the same in Bokk No. I, Volume No. 181, Pages from 191 to 197, Being No. 06486 for the year 1989.

G. By virtue of the aforesaid deed, said Rita Chowdhury, Pritam Chowdhury and Subham Chowdhury became the joint and absolute owners in respect of All That aforesaid undivided land and started enjoying the same by paying taxes to the concerned authority.

H. Said Rita Chowdhury, Pritam Chowdhury and Subham Chowdhury after become the joint and absolute in respect of the aforesaid land said Pritam Chowdhury and Subham Chowdhury on 5th December 2017 had executed a General Power of Attorney and appoint their mother namely Rita Chowdhury as their constituted Attorney which was duly registered at the office of District Sub Registrar I at Alipore and duly recorded the same in Book No. IV, Volume No. 1601/2017, Pages from 8099 to 8120, Being No. 00472 for the year 2017.

I. While said Rita Chowdhury, Pritam Chowdhury and Subham Chowdhury were jointly enjoying their aforesaid land free from all sorts of encumbrances 28th January 2022 said Pritam Chowdhury and Subham Chowdhury through their constituted Attorney and Rita Chowdhury had sold, Conveyed and Transferred All That aforesaid land unto and in favour of said Swapn Das Majumder by executing a registered Bengali Sale Deed was registered at the office of Additional District Sub Registrar at Alipore and duly recorded the same in Book No. I, Volume No. 1608/2022, Pages from 19949 to 19972, Being No. 00850 for the year 2022.

J. By virtue of aforesaid Bengali Sale Deed said Swapn Das Majumder become the sole and absolute owner in respect of All That piece and parcel of land measuring about 3 Cottah 14 Chittak 2 Square Feet more less and recorded his name with the record of BL & LRO and issued new L.R. Khatian 3174 in respect of his name and also Assessed his name in the Assessment Book of Rajpur Sonarpur Municipality and issued new Assessee 1104302155731 in respect of Municipal Holding No. 220 and started enjoying the same by taxes to the Rajpur Sonarpur Municipality.

K. While said Swapn Das Majumder absolutely sized and possessed his all that aforesaid land free from all sorts of encumbrances had unanimously decided to erect and construct a multistoried building over the aforesaid land for his better benefit and profit by his own cost and applied for a building sanction plan before the Rajpur Sonarpur Municipality and the said plan Vide building Sanctioned Plan NoSWS-OBPAS22072023 which was revised and the new building sanctioned Plan No. SWS-OBPAS/2207/2025/2196/ALT/1 dated 06th September 2025.

L. The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas shall be known as “**RAM SITA APARTMENT**” and the revised new building sanctioned Plan No. SWS-OBPAS/2207/2025/2196/ALT/1 dated 06th September 2025.

M. The Developer is fully competent to enter into this Agreement and all the legal

formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to be constructed have been completed.

N. The Developer has obtained the final layout plan approvals for the Project from Rajpur Sonarpur Municipality. The Developer 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.

O. The Developer/owner has duly applied for and got the said above project “**RAM SITA APARTMENT**” duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated: _____ bearing No: _____.

P. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted an apartment more fully specified in the Second Schedule hereunder written 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")

Q. 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;

R. 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;

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

T. The Purchaser has also satisfied himself/itself/themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser/s/allottee is entering into this Agreement and the Purchaser/s/Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

U. The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and such event the Allottee shall have no objection.

V. The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said

project doth hereby agree and are entering into this agreement on the basis thereof.

W. Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

X. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

Y. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his/her Unit in the said Project.

Z. In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchaser hereby agrees to purchase All That “**The Said Flat**” more particularly described and mentioned hereunder.

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 Landowner/Land owner/Developer agrees to sell to the Purchaser/Purchasers and the Purchaser/Purchasers hereby agree to purchase the Apartment as morefully and particularly mentioned in the Second schedule hereunder.

1.2. The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

Explantation:

I. The Total Price above includes the booking amount paid by the Purchaser/Purchasers to the Landowner/Developer towards the Apartment;

II. The Total Price above includes Taxes (consisting of tax paid or payable by the Land owner/Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Landowner/Land owner/Developer) up to the date of handing

over the possession of the Apartment Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/Purchasers to the Landowner/Land owner/Developer shall be increased/reduced based on such change/modification;

III. The Landowner/Land owner/Developer shall periodically intimate to the Purchaser/Purchasers, the amount payable as stated in (i) above and the Purchaser/Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Landowner/Land owner/Developer shall provide to the Purchaser/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 Sixth Schedule” as provided in the agreement.

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

VI. The Purchaser/Purchasers shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

VII. The Land owner/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Purchasers by discounting such early payments @ Nil % 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 a Purchaser/Purchasers by the Land owner/Developer.

VIII. It is agreed that the Land owner/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, plot or building, as the case may be, without the previous written consent of the Purchaser/Purchasers. Provided that the Land owner/Developer may make such minor additions or alterations as may be required by the Purchaser/Purchasers, or such minor changes or alterations as per the provisions of the Act.

IX. The Land owner/Developer shall confirm the final carpet area that has been allotted to the Purchaser/Purchasers after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Land owner/Developer. If there is any reduction in the carpet area within the defined limit then Land owner/Developer shall refund the excess money paid by

Purchaser/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 Purchaser/Purchasers. If there is any increase in the carpet area allotted to Purchaser/Purchasers, the Land owner/Developer shall demand that from the Purchaser/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,

X. Subject to Clause 9.3 the Land owner/Developer agrees and acknowledges, the Purchaser/Purchasers shall have the right to the Apartment as mentioned below:

A. The Purchaser/Purchasers shall have exclusive ownership of the Apartment;

B. The Purchaser/Purchasers shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Land owner/Developer shall convey an undivided proportionate title in the common areas to the association of Purchaser/Purchasers as provided in the Act. It is clarified that although the price of the apartment has been calculated on the basis of carpet area of the apartment, but the maintenance charges shall be payable on the basis of maintenance chargeable area of the apartment which includes the carpet area of the apartment as well as undivided proportionate share of common areas of the project.

C. 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 internal electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project

XI. As the has not opted for parking in case if parking is allotted then it is made clear by the Land owner/Developer and the Purchaser/Purchasers agrees that the Apartment along with N.A. garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Purchasers of the Project.

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

XIII. The Land owner/Developer agrees to pay all outgoings before transferring the

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

XIV. The Purchaser/Purchasers has paid the earnest money as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Land owner/Developer hereby acknowledges and the Purchaser/Purchasers hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Land owner/Developer within the time and in the manner specified therein:

2. MODE OF PAYMENT: Subject to the terms of this Agreement and the Land owner/Developer abiding by the construction milestones, the Purchaser/Purchasers shall make all payments, on a written demand by the Land owner/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 Purchaser/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 Land owner/Developer with such permission, approvals which would enable the Land owner/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 the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Land owner/Developer accepts no responsibility in this regard. The Purchaser/Purchasers shall keep the e fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Purchasers to intimate the same in writing to the Land owner/Developer immediately and comply with

the necessary formalities if any under the applicable laws. The Land owner/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Purchasers and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Land owner/Developer shall be issuing the payment receipts in favour of the Purchaser/Purchasers only

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Purchaser/Purchasers authorizes the Land owner/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Land owner/Developer may in its sole discretion deem fit and the Purchaser/Purchasers undertakes not to object/demand/direct the Land owner/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE: Time is of the essence for the Land owner/Developer as well as the Purchaser/Purchasers. The Land owner/Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchaser/Purchasers and the common areas within six months from the date of execution of this agreement. Similarly, the Purchaser/Purchasers shall make timely payments of the installment and other dues payable by him/her and meet the other obligations under the Agreement within three months from the date of execution of this agreement (subject to grace period of another three months).

6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT: The Purchaser/Purchasers has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans described in the THIRD, FOURTH and FIFTH SCHEDULE which has been approved by the competent authority, as represented by the Land owner/Developer. The Land owner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Land owner/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable laws 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 this term by the Land owner/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment: The Land owner/Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Land owner/Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on Second Floor , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Purchasers agrees that the Land owner/Developer 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 Purchaser/Purchasers agrees and confirms that, in the event it becomes impossible for the Land owner/Developer to implement the project due to Force Majeure

conditions, then this allotment shall stand terminated and the Land owner/Developer shall refund to the Purchaser/Purchasers the entire amount received by the Land owner/Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/Purchasers, Purchaser/Purchasers agrees that he/ she shall not have any rights, claims etc. against the Land owner/Developer and that the Land owner/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure For Taking Possession – The Land owner/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser/Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Land owner/Developer shall give possession of the Apartment to the Purchaser/Purchasers. The Land owner/Developer agrees and undertakes to indemnify the Purchaser/Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Land owner/Developer. The Purchaser/Purchasers agree(s) to pay the maintenance charges as determined by the Land owner/Developer/association of Purchaser/Purchasers, as the case may be. The Land owner/Developer on its behalf shall offer the possession to the Purchaser/Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

7.3. Failure of Purchaser/Purchasers To Take Possession of Apartment: Upon receiving a written intimation from the Land owner/Developer as per clause 7.2, the Purchaser/Purchasers shall take possession of the Apartment from the Land owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Land owner/Developer shall give possession of the Apartment to the Purchaser/Purchasers. In case the Purchaser/Purchasers fails to take possession within the time provided in clause 7.2, such Purchaser/Purchasers shall continue to be liable to pay maintenance charges as applicable.

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

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

7.6. Compensation – The Land owner/Developer shall compensate the Purchaser/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 Land owner/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 Land owner/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Land owner/Developer shall be liable, on demand to the Purchaser/Purchasers, in case the Purchaser/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 Purchaser/Purchasers does not intend to withdraw from the Project, the Land owner/Developer shall pay the Purchaser/Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER/DEVELOPER:

The Land owner/Developer hereby represents and warrant to the Purchaser/Purchasers as follows:

8.1. The Land owner/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

8.2. The Land owner/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

8.3. There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land.

8.4. There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

8.5. 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 Land owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

8.6. The Land owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Purchasers created herein, may prejudicially be affected;

8.7. The Land owner/Developer 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 Purchaser/Purchasers under this Agreement;

8.8. The Land owner/Developer confirms that the Land owner/Developer is not restricted in

any manner whatsoever from selling the said Apartment to the Purchaser/Purchasers in the manner contemplated in this Agreement;

8.9. At the time of execution of the conveyance deed the Land owner/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Purchasers and the common areas to the Association of the Purchaser/Purchasers;

8.10. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

8.11. The Land owner/Developer 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;

8.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Land owner/Developer in respect of the said Land and/or the Project;

8.13. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

9.1. Land owner/Developer fails to provide ready-to-move-in possession of the Apartment to the Purchaser/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.

9.2. Discontinuance of the Land owner/Developer's business as a Land owner/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.3. In case of Default by Land owner/Developer under the conditions listed above, Purchaser/Purchasers is entitled to the following.

9.4. Stop making further payments to Land owner/Developer as demanded by the Land owner/Developer. If the Purchaser/Purchasers stop making payments, the Land owner/Developer shall correct the situation by completing the construction milestones and only thereafter, the Purchaser/Purchasers shall be required to make the next payment without any penal interest; or

9.5. The Purchaser/Purchasers shall have the option of terminating the Agreement in which case the Land owner/Developer shall be liable to refund the entire money paid by the Purchaser/Purchasers under any head whatsoever towards the purchase of the apartment after

deduction of 20% of the total earnest deposit within forty-five days of receiving the termination notice:

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

9.7. The Purchaser/Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser/Purchasers fails to make payments of consecutive demands made by the Land owner/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/Purchasers shall be liable to pay interest to the Land owner/Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Purchaser/Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Land owner/Developer in this regard, the Land owner/Developer shall cancel the allotment of the Apartment in favour of the Purchaser/Purchasers and refund the amount money paid to him by the Purchaser/Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

10. DEED OF CONVEYANCE OF THE APARTMENT:

The Land owner/Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser/Purchasers, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser/Purchasers fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/Purchasers authorizes the Land owner/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Land owner/Developer is made by the Purchaser/Purchasers. The Purchaser/Purchasers 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).

However, prior to execution of the deed of conveyance, the purchasers shall clear the cost of extra work to the Land owner/Developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchaser/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 Purchaser/Purchasers authorizes the Land owner/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Land owner/Developer is made by the Purchaser/Purchasers and

on such Default the Purchaser/Purchasers shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Purchaser/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 Land owner/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 Purchaser/Purchasers or ad-hoc committee of the Purchaser/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 Land owner/Developer as per the Agreement relating to such development is brought to the notice of the Land owner/Developer within a period of 5 (five) years by the Purchaser/Purchasers from the date of handing over possession, it shall be the duty of the Land owner/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Land owner/Developer's failure to rectify such defects within such time, the aggrieved Purchaser/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, It is clarified that the Land owner/Developer shall hand over the possession of the Apartment on completion of the Project to the Purchaser/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 Purchaser/Purchasers, without first notifying the Land owner/Developer and without giving to the Land owner/Developer the opportunity to inspect assess and determine the nature of such defect (which inspection Land owner/Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser/Purchasers), alters the state and condition of such defect, then the Land owner/Developer shall be relieved of its obligations contained in the Clause immediately preceding and the Purchaser/Purchasers shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT OF PURCHASER/PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Purchaser/Purchasers hereby agrees to purchase the said 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 In-charge (or the maintenance agency appointed by it) and performance by the Purchaser/Purchasers of all his/her 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 Land owner/Developer/ maintenance agency /association of Purchaser/Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser/Purchasers agrees to permit the association of Purchaser/Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the

circumstances warrant otherwise, with a view to set right any defect.

15. USAGE: Use of 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 sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser/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: Subject to Clause 12 above, the Purchaser/Purchasers shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/Purchasers shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser/Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Land owner/Developer and thereafter the association of Purchaser/Purchasers and/or maintenance agency appointed by association of Purchaser/Purchasers. The Purchaser/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 Purchaser/Purchasers is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/Purchasers 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 CONSTRUCTION: The Land owner/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 as provided in the Act

Provided however the Purchaser/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/Land owner/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 Purchaser/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.

19. LAND OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Land owner/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 Purchaser/Purchasers who has taken or agreed to take such Apartment.

However, the Land owner/Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchaser/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 Purchaser/Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Land owner/Developer, the Purchaser/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 Land owner/Developer has assured the Purchaser/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 Purchaser/Purchasers by the Land owner/Developer do not create a binding obligation on the part of the Land owner/Developer or the Purchaser/Purchasers until, firstly, the Purchaser/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 Purchaser/Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Land owner/Developer. If the

Purchaser/Purchasers fails to execute and deliver to the Land owner/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Land owner/Developer, then the Land owner/Developer shall serve a notice to the Purchaser/Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers, application of the Purchaser/Purchasers shall be treated as cancelled and all sums deposited by the Purchaser/Purchasers in connection therewith including the booking amount shall be returned to the Purchaser/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 PURCHASER/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 Purchaser/Purchasers/s, in case of a transfer, the said obligations go along with the Apartment.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

25.2. Failure on the part of the Land owner/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 Purchaser/Purchasers has to make any payment, in common with another Purchaser/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 Land owner/Developer/ Owner through their authorized signatory at the Land owner/Developer's Office, or at some other place, which may be mutually agreed between the Land owner/Developer and the Purchaser/Purchasers, after the Agreement is duly executed by the Purchaser/Purchasers and the Land owner/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 Purchaser/Purchasers and the Land owner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Purchasers or the Land owner/Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser/Purchasers and the Land owner/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 Land owner/Developer or the Purchaser/Purchasers, as the case may be.

31. 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 thereunder including other applicable laws of India for the time being in force.

32. 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.

33. The developer hereby declares that in the building plan SWS-OBPAS22072023, the possession of the Flat No. A1 was wrongly mentioned, the developer herein applied for a revised sanctioned plan with the municipality, wherein the same has been rectified, the developer will submit the revised sanctioned plan within 3 months from the date of execution of the agreement.

THE FIRST SCHEDULE
THE SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT piece and parcel of Bastu land admeasuring 3 Cottah 14 Chittak 2 Square Feet equivalent to 06 (Six) Decimals, be the same a little more or less, lying and situated at, Mouza- Manikpur, comprised in R.S. as well as L.R. Dag No 47, R.S. Khatian No. 427, L.R. Khatian No. 3174, J. L. No. 77, Touzi No. 412, Revisional Survey No. 226, being Municipal Holding No. 220, Pargana Magura, Vill- Manikpur, Subhas Block Road, within the limit of Ward No. 23 of Rajpur Sonarpur Municipality, being Assessee No. 1104302155731 Post office- Harinavi, Police Station- Sonarpur, Kolkata700148, under registrar office at 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 : By Scheme Plot No. 1 of Anindra Debnath;

ON THE SOUTH : By Scheme Plot No. 3;

ON THE EAST : By 12 ft. Wide Common Passage;

ON THE WEST : By 12ft Wide Common Passage;

THE SECOND SCHEDULE HEREUNDER WRITTEN
(DESCRIPTION OF THE FLAT)

ALL THAT piece and parcel of Residential Space being No., having a **Built-Up Area** of **Sq. ft.** which includes **Carpet Area** of**Sq. Ft.** more or less, (Maintainance Chargeable Area of Sq. Ft.Square Feet) which consisting of 2 (Two) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) Verenda, situated on the **Floor** **Side** of the under-constructed building namely “**RAMSITA APARTMENT**” 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, laying and situated at Mouza- Manikpur, comprised in R.S. as well as L.R. Dag No 47, R.S. Khatian No. 427, L.R. Khatian No. 3174, J. L. No. 77, Touzi No. 412, Revisional Survey No. 226, being Municipal Holding No. 220, Pargana Magura, Vill- Manikpur, Subhas Block Road, within the limit of Ward No. 23 of Rajpur Sonarpur Municipality, being Assessee No. 1104302155731 Post office- Harinavi, Police Station- Sonarpur, Kolkata700148, under registrar office at Additional District Sub Registrar at Sonarpur District South 24 Parganas in the State of West Bengal, having **LIFT PROVISION**.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND FACILITIES)**

- A.** Staircase on all the floors.
- B.** Staircase landing and passages on all floors
- C.** Lift Well.
- D.** Lift.
- E.** Machine room, for lifts, and stair room in the roof.
- F.** Columns foundations and plinths.
- G.** Common passage and entrance lobby on the ground floor.
- H.** Underground and overhead reservoirs.
- I.** Water pipelines leading to the flats.
- J.** All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
- K.** Guards room, caretakers' rooms with toilets meter room, courtyard with play area, and other facilities on the ground floor.
- L.** Boundary wall around the premises except in front of shops.
- M.** All other amenities that are for the common use of all the flat owners.

**FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses And Deposit)**

- A.** The costs of cleaning and lighting the main entrance passages landing staircases and another 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.
- B.** The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
- C.** The costs of working and maintenance of lifts, generators, and other light and service charges.
- D.** Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
- E.** Such other expenses as are deemed by the Land owner/Developer 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.
- F.** Costs of replacement of equipment or facilities such as lifts, generators, tube wells, transformers, etc.

G. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the Land owner/Developer or association of flat owners in respect of the said building.

H. Such amount shall be declared and fixed by the Land owner/Developer in its absolute discretion for administration and other like-purposes (common area).

I. Deposits of the super built-up area on account of electricity, generator, contingency funds towards maintenance, legal fees, and all other expenses for common use and benefits.

J. 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.

K. Insurance of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :
(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. as per Rajpur-Sonarpur Municipality Rules shall be followed by the Land owner/Developer/owner.

Foundation & Structure	RCC Foundation, RCC super structure.
Living /Dining Room	
Flooring	600X600 Vitrified Tiles
Wall	Putty
Ceiling	Putty
Main door	Wooden frame with laminated flush door.
Hardware & Fittings	Branded locks and hardware fittings.
Windows	Aluminum anodized powder coated Windows with glass panes (without MS grills)
Electrical	Modular Switches of with Copper Wiring.
Provision for Air Condition	Electrical point for AC in living/dining room.
Bedroom	

Flooring	600X600 Vitrified Tiles
Wall	Putty
Ceiling	Putty
Doors	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings
Windows	Aluminium Anodised Windows with glass panes (without MS grills)
Electrical	Modular Switches with Copper Wiring
Balcony	
Flooring	Vitrified Tiles
Wall	As per external colour of the building
*Ceiling	OBD
Door	Aluminium Anodised Doors with glass panes or Flush door
Railing	Mild steel
Kitchen	
Flooring	600X600 Vitrified Tiles
Dado	Ceramic Tiles up to 2 Feet height above the counter
Ceiling	Putty
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium Anodised Windows with glass panes and provision for exhaust fan
Counter	Granite Slab
Plumbing	Stainless Steel Sink
Electrical	Modular Switches with Copper Wiring
Toilets	

Flooring	Anti-skid Ceramic Tiles
Wall	Ceramic Tiles up to 7' heights
Ceiling	Putty
Door	UPVC Frame & Doors.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium Anodised Windows with glass panes and provision for an exhaust fan.
Sanitaryware	Jhonson Bathware, Parryware, Hindware/Cera or Equivalent make
CP Fittings	Simpolo/Hindware/Cera or Equivalent make
Ground Floor Lobby	
Flooring	Vitrified Tiles / Granite or stone as per design
Wall	Ceramic Tiles/ Paint/ wallpaneling as per design
Typical Floor Lobby	
Flooring	600X600 Vitrified Tiles
Wall	Paint/Tiles or Combination
Ceiling	Putty
Lifts	Standard Elevator.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits)
[PART I] [PRICE]**

The price of the Apartment based on the carpet area is sum of Rs.00,00,000/- (.....only which includes applicable GST) and 00,00,000/- (RupeesOnly Excluding GST).

PART-II

A. DEPOSIT:

1. Sinking fund @ Rs.10000 /- per flat (Payable to Land owner/Developer)
2. Maintenance @ Rs. 1.5/ per sq. ft.(Excluding GST) per month (advance deposit for 12 months) payable to Land owner/Developer.

B. MISCELLANEOUS CHARGES :

1. Transformer, main meter HT & LT etc charges
2. Advance Maintenance charges.
3. Association formation charges as applicable.
4. CCTV Security charges if applicable or provided.
5. Municipality Tax as applicable.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)**

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

**THE EIGHTH SCHEDULE ABOVE IS REFERRED TO
(Break up of Consideration)**

SL NO.	PARTICULARS	AMOUNT IN PERCENTAGE WITH GST
1.	Booking	10%
2.	After registration of the Agreement for Sale	10%
3.	Commencement of Foundation.	10%
4.	Casting Ground Floor Slab.	10%

5.	Casting 1 st Floor Slab.	10%
6.	Casting 2 nd Floor Slab.	10%
7.	Casting 3 rd Floor Slab.	10%
8.	Commencement of Brickwork of the particular floor.	10%
9.	Commencement of internal plastering of the particular floor.	10%
10.	On Possession	10%

MEMO OF CONSIDERATION

RECEIVED this day from the within-named of the Purchasers a sum of Rs.00,00,000/- (.....Only, which includes applicable GST) and Rs.00,00,000/- (RupeesOnly Excluding GST) being the consideration amount, in the manner specified hereunder:

Sr. No.	Particulars	Amount (Rs.)

WITNESSES

SIGNATURE OF THE DEVELOPER

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

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

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

SIGNATURE OF THE DEVELOPER

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

SIGNATURE OF THE PURCHASERS

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**