

**Agreement for Sale**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_(Date) day of  
\_\_\_\_\_(Month), 202\_\_.

**-: BY & BETWEEN :-**

<b>SL. No.</b>	<b>Owner Name</b>	<b>PAN</b>
1.	Aashirbad Realcon Private Limited	AAOCA4192Q
2.	Aswise Properties Private Limited	AAOCA3972C
3.	Wavepool Developers Private Limited	AABCW8316R
4.	Primestar Real Estate Private Limited	AAICP6559J
5.	Happyshop Construction Private Limited	AADCH8956L
6.	Quickheal Projects Private Limited	AAACQ4258M
7.	Maxshine Developers Private Limited	AAKCM3248D
8.	Welldream Developers Private Limited	AABCW8139Q
9.	Maxleen Developers Private Limited	AAKCM3870F
10.	Blue Doors Realty Private Limited	AAHCB0823G
11.	Brightline Developers Private Limited	AAJCB8937D
12.	Floorable Construction Private Limited	AADCF0066D
13.	Jaikrishna Realcon Private Limited	AADCJ7379P
14.	Mansland Real Estate Private Limited	AAKCM8290M
15.	Maxrise Realtors Private Limited	AAKCM3934A
16.	Mayabreast Projects Private Limited	AAKCM3869L
17.	Dream Park Infrastructure Private Limited	AAFCD7344G
18.	Nanomyte Construction Private Limited	AAHCN6163F
19.	Rupman Real Estates Private Limited	AAHCR7951B
20.	Nanomyte Developers Private Limited	AAHCN6195K
21.	Opendoors Construction Private Limited	AACCO4379F
22.	Rshivansh Infracon Private Limited	AAHCR7907H
23.	Sandpiper Realestate Private Limited	ABGCS1731E

All are the company within the meaning of the Companies Act, 2013, having their registered office at Nu Mans Park, Daulatpur, Post Office- Pailan, Police Station-

Bishnupur, District- South 24 Parganas, West Bengal-700104, hereafter collectively called the "**First Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and represented by their constituted attorney **M/s. DTC Projects Private Limited** through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 14<sup>th</sup> May 2024, registered with the Additional Registrar of Assurances-IV, Kolkata in Book No I, Volume No.1904-2024, Pages 395518 to 395543, being No. 190406897 for the year 2024.

-AND-

SL. No.	Owner Name	PAN
1.	Panchwati Infracon Private Limited	AAGCP9164M
2.	Linton Towers Private Limited	AACCL3830A
3.	Sagam Devcon Private Limited	AASCS4634D
4.	Queen Dealers Private Limited	AAACQ2316G
5.	Zaljog Complex Private Limited	AAACZ6297R
6.	Winsher Realtors Private Limited	AABCW3217B
7.	Topmost Complex Private Limited	AAECT4834A
8.	Shivpariwar Developers Private Limited	AASCS3728A
9.	Motilal Hirise Private Limited	AAICM3109P
10.	Thistle Complex Private Limited	AAFCT6024M
11.	Linkplan Properties Private Limited	AACCL3865B
12.	Lucky Hirise Private Limited	AACCL3905A
13.	Mangalmayee Realtors Private Limited	AAICM3243L

All are the company within the meaning of the Companies Act, 2013, having their registered office at Diamond Harbour Road, Post Office- Joka, Police Station- Bishnupur, District- South 24 Parganas, West Bengal-700104, hereafter collectively called the "**Second Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and represented by their constituted attorney **M/s. DTC Projects Private Limited** through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 9<sup>th</sup> July 2024, registered with the Additional Registrar of

Assurances-IV, Kolkata in Book No I, Volume No.1904-2024, Pages 561564 to 5615886, being No. 190409976 for the year 2024.

Both the above "**First Owners**" and "**Second Owners**" shall hereafter collectively be referred to as the "**Land Owners**"(which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**.

- A N D -

**DTC Projects Private Limited, [PAN AAECs1016K]**, a company within the meaning of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, represented by **Mr. Jitendra Kumar Singh, [PAN ENOPS1448K]** son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

- A N D -

**Mr.** ....., son of Mr. ...., (PAN ....., Aadhar No. ....& Mobile No. ....) by faith Hindu, by occupation ..... and **Mrs.** ....., wife of Mr. ...., (PAN ....., Aadhar No. .... & Mobile No. ....) by faith Hindu, by occupation ..... both residing at ....., ....., P.O - ....., P.S - ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee / s** shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

## DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a Section of the Act.

## WHEREAS:

- A. The Land Owners are the absolute and lawful owners of the land admeasuring 330.6604 Decimal and the Promoter is the absolute and lawful owner of land admeasuring 5.7120 Decimal hereafter collectively referred to as the "**Said Land**", described in **Schedule-B** hereunder written and marked in '**RED**' in the annexed **Plan-A**. The devolution of title of the land Owners in the Said Land is detailed in **Schedule-A**.
- B. The Said Land has been earmarked for executing a project, hereafter referred to as the "**Said Project**". The Said Project is to have residential buildings and each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartment**" and the Apartment along with the \_\_\_ number of Car parking space allotted in respect of the same shall be considered as one single Unit, hereinafter called the "**Unit**". The manner in which the Said Project is being executed is detailed in **Schedule-C**.
- C. The Land Owners and the Promoter have entered into Joint Development Agreements(s) for development of the Said Land and the details of such agreements are morefully specified in **Schedule-A**.
- 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 Land Owners regarding the Said Land on which the Said Project is to be constructed have been completed.
- E. The Promoter had got the approved plans which was duly sanctioned on 23<sup>rd</sup> September 2024 by South 24 Parganas Zila Parishad, in respect of the Said Project vide Building Plan No. 974/1104/KMDA corresponding to online application no. H7M12H50 dated 10<sup>th</sup> September 2024.

- F. The Promoter has obtained the sanctioned plan and approvals for the Said Project and also the space the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Unit**". The Promoters agree and undertake that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has duly applied for registration of the said Project before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act vide Registration No. .... as a standalone real estate project which is to be completed by \_\_\_\_\_.
- H. The Allottee had applied for a Unit in the Said Project and was allotted the Unit in the said Project. The *details of the carpet area* of the Apartment, the Parking Space and its location, and the pro-rata share in the Project Common Portions, as defined in Clause (n) of Section 2 of the Act, are detailed in **Schedule-D**.
- I. The Allottee hereby declares that it/he/she/they has/have or has/have caused to be examined, enquired and/or verified *inter alia*, the title of the Land Owners and the rights of the Promoter to the **Said Land**, the plan for the Said Project and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Agreement and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Unit owners and occupiers of the Said Project will be entitled to use and enjoy the common portions of Said Project.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project.
- M. 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.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Parking Space, which shall together be considered as a Composite Unit, as more fully specified in **Schedule-J**.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in **Para H**.
- 1.2 The "**Total Price**" for the Unit is based on its carpet area and the amount that the Allottee shall pay to the Promoter for it is mentioned in **Schedule-K** and the manner the same is to be paid is as per the "**Payment Plan**" mentioned in **Schedule-L**.

**Explanation:**

- (i) The Total Price above includes 10% (ten percent) of the Unit Cost, hereafter called the "**Booking Amount**" paid by the Allottee to the Promoter towards the Unit, prior to execution hereof, the receipt whereof the Promoter hereby admits and acknowledges. Also note that, any amount paid at the time of first site visit, or on expression of interest or before receiving the final Booking letter, shall be deemed considered to be a part of the Booking Amount, which is 10% (Ten Percent) of the Unit Cost.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the Unit to the Allottee and the Project Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate with respect to the said phase.  
  
*Provided* that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/ modification.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with **Schedule-K** and the Allottee shall make payment towards the amount demanded by the Promoter within 30 (thirty) days from the date of such written intimation. Where the Allottee has taken a 'home loan' for the Unit, any delay in payment disbursement of the loan account will be the

sole responsibility of the Allottee and such delay may not be held against the Promoters as a cause for the delay in making payment. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective. It is also agreed by the Allottee that in case the Allottee fails to make payment towards the amount demanded within the time frame mentioned, the Allottee shall be liable to pay to the Promoter an interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (Two) percent.

- (iv) The Total Price of the Unit includes recovery of price of land, construction of not only the Unit space but also the pro-rata share in Project Common Portions, internal development charges such as Finishing with paints, Marbles, Tiles, Doors, Windows etc as applicable.
- (v) Infrastructure development charges, which shall mean and include cost of providing electric wiring, electrical connectivity to the Unit, Transformer, Generator, Water Line and plumbing, Sewage Treatment Plant, Water Treatment Plant, Fire Detection and Fire-Fighting Equipment in the common areas, making of internal road, laying of water pipeline, optical fibre lines, sewerage lines and other infrastructural requirements beneath the internal roads, association formation charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Project.
- (vi) The Total Price will however not include Maintenance Charge Deposit and Sinking Fund, for 12 (Twelve) Months from the date of Possession, and which the Allottee shall be required to pay at or before taking possession of the Unit.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification, order, rule or regulation, as the case may be, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority as per the Act, the same shall be paid by the Allottee.



1.4 The Allottee shall make the payment as per the Payment Plan set out in **Schedule-L**.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the Specifications described herein at **Schedule-H** as also the nature of the fixtures, fittings and amenities, hereafter referred to as the "**Amenities & Facilities**", described herein at **Schedule-I**, which are in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected, in respect of the Unit without the previous written consent of the Allottee as per provisions of the Act. Since the Housing Complex will be developed project-wise / phase-wise, the description and location of the common areas / amenities pertaining to the entire housing complex may change.

*Provided that* the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, subject to the Allottee making advance payment in favour of the Promoter towards such additions and/or alterations as quoted by the Promoter.

1.6 The allottee agrees and understand that all the standard fitting, interior, furniture, kitchenette and fixtures and dimension provided in the show/model residential units exhibited at the site only provides representative idea and the actual apartment agreed to be constructed will not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the allottee shall not put any claim for such variation. The promoter shall ensure that only approved specifications mentioned in the **Schedule-H** hereunder is maintained.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Project is complete and the completion certificate or the partial completion certificate as applicable is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-L**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-K** of this Agreement.

- 1.8 Subject to Clause 9.3 the Promoters agree and acknowledge, the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment and the exclusive right to use the parking space.
  - (ii) The Allottee shall also have undivided, proportionate, indivisible and variable pro rata share in the Project Common Portions as members of the Association. Since the share and/or interest of the Allottee in the Project Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Project Common Portions along with the other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters after completion of the entire project shall convey the Project Common Portions to the association of allottees after duly obtaining the completion certificate, the partial completion certificate, as the case may be, from the competent authority as provided in the Act and after such handing over, the maintenance and care of the Project Common Portions shall be the liability and responsibility of such association of allottees.
  - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Apartment and the parking space but also the Project Common Portions, internal development charges, Infrastructure development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire- fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Project.
  - (iv) The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Project and Unit, however, he will do so only with prior written consent of the Promoter and the Allottee also agrees and undertakes to comply with all the safety regulations that are to be followed at the construction sites.
  - (v) It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 1.9 It is made clear by the Promoter, and the Allottee agrees that the Apartment along with the Parking Space as mentioned in **Schedule-J**, shall be treated as a single indivisible unit for all purposes and that the parking space and the Apartment shall be transferred as one single Unit only and not in isolation to the other. It is agreed that the Said Project, as of now, is an independent, self-contained one covering the Said Land and is not a part of any other project or zone nor shall form a part of and/or linked and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, nor will the Project Common Portions be made available for use and enjoyment of any others but the Allottees of the Said Project save in the manner hereafter stated. It is clarified that the Project Common Portions, including the facilities and amenities, shall be available only for use and enjoyment of the Allottees of the project.
- 1.10 The Allottee is very well acquainted with the fact that the Promoter is in the process of acquiring more parcels of land which shall be made part of the said Project and the Allottee agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the Promoter desires to acquire furthermore parcels of land in respect of the said project, the Allottees shall have no objection to the same.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected, if any, from the Allottee, 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 Said Project/Phase). If the Promoter fails to pay all or any of the outgoings collected by it, if any, from the Allottee or any liability, mortgage loan and/or interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit, 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 therefore by such authority or person.
- 1.12 The Allottee has paid the Booking Amount, being 10% (ten percent) of the Unit Cost, as part payment towards the Total Price of the Unit at or before execution of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remainder of the Total Price of the Unit as prescribed in the Payment Plan as will be demanded by the Promoter within the time and in the manner specified in the Payment Plan mentioned in **Schedule-L**.

*Provided that* if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee Cheques, Demand Drafts, Bankers' Cheque or online, as may be as applicable, in favour of the Promoter payable at the Bank as will be mentioned in the intimation of the Promoter for payments. In case any Cheque is dishonoured, besides the charges for late payment, the Allottee will also become liable to pay Rs.5000/- (Rupees Five Thousand only) for each such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments and/or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition, sale and/or transfer of immovable properties in India and provide the Promoter with such permissions and/or approvals which would enable the Promoter to fulfil their 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable at its own cost and expense, for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with the necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payments or remittances on behalf of any Allottee and such third party shall not have any

right in the Unit hereby being agreed to be sold in any way and the Promoter shall issue the payment receipts in favour of the Allottee only and any charges for default and/or dishonour shall be the liability and responsibility of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object, demand or direct the Promoter to adjust the payments in any manner.

**5. TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee and the Project Common Portions to the Association of Allottees or the competent authority, as the case may be.

Furthermore, the Allottee agrees and undertakes to make timely payments of the installation and other dues payable by him/her and meeting with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the payment Schedule mentioned in **Schedule-L**.

**6. CONSTRUCTION OF THE PROJECT/UNIT:**

The Allottee has seen the proposed layout plan, Specifications, Amenities and Facilities of the Unit and accepted the floor plan, Payment Plan mentioned in **Schedule-L**, the Specifications mentioned in **Schedule-H** and Amenities and Facilities mentioned **Schedule-I** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the **Said Project**, floor plans and Specifications, Amenities and Facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Sanctioning Authority and shall not have an option to make any variation, alteration and/or modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE UNIT:**

- 7.1 Schedule for possession of the said Unit:** The Promoter agrees and understand that timely delivery of possession of the Unit to the Allottee and the Project Common Portions to the Association of the Allottees of the Said Project or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assure to handover possession of the Unit along with ready and complete Common Portions with the Specifications, Amenities and Facilities thereof on the date mentioned in **Para G** unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake, any statutory order, rule, notification, or order or direction of any Court or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Unit, *provided that* such Force Majeure conditions are not of a nature which makes it impossible and/or difficult for the contract to be implemented. The Allottee agrees and confirms that, in the event if becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount paid by him/her to the Promoter for the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession:** The Promoter, upon obtaining of the completion certificate or the partial completion certificate, as the case may be, for the Said Project from the competent authority shall offer possession of the Said Unit in writing by way of a notice to the Allottee in terms of this Agreement and the allottee shall be liable to take such possession of the unit within 3 (three) months from the date of issue of such notice by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, hereafter referred to as the "**Possession Date**". Irrespective of whether the Allottee takes possession of the Unit within the Possession Date or not, the Allottee shall be deemed to have taken possession of the Unit on the Possession Date and maintenance charges and other applicable charges in respect to the Unit shall be applicable from such date when the possession becomes due. The Allottee shall pay the requisite Stamp Duty, Registration Fee and other charges, hereafter the "**Registration Charges**", for registration of the Conveyance Deed of the Unit within 3 (three) months from the date of issuance of or the completion certificate or the partial completion certificate, as the case may be, for the Said

Project at the cost and expense of the Allottee. The Promoter shall have the conveyance deed executed and registered in favour of the Allottee immediately after receipt of the Registration Charges. The Promoter and the Allottee shall fully cooperate with each other in this regard. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Till such time the conveyance is registered in accordance with the terms of this agreement, the Promoter may not hand over possession of the Unit to the Allottee but yet the Allottee will be deemed to have taken possession on the Possession Date and shall be liable to make payments towards the maintenance charges and/or other applicable charges in respect of the said Unit. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter or the Association, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance. Upon receipt of the Partial Completion Certificate or Completion Certificate, as the case may be, the Promoter shall intimate the Allottee for taking the possession. The Promoter on its behalf shall offer the possession to the Allottee in writing within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. Possession Date shall be the date as mentioned in the Possession Intimation Notice. The Promoter shall handover a copy of or the completion certificate or the partial completion certificate, as the case may be, for the Said Project to the Allottee at the time of registering the deed of conveyance of the same.

- 7.3 Possession for Fit-out:-** In case the allottee seeks permission for carrying out Fit-out within his apartment, he will be permitted to do so only upon receiving the completion certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits. During this time the allottee will not be entitled to live in the apartment till Completion Certificate or Partial Completion Certificate as the case may be, is received and Deed of Conveyance is executed and registered.
- 7.4 Failure of Allottee to take Possession of the Unit:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. Further, irrespective of whether the Allottee takes possession of the Unit or not given its possession for non-registration of the conveyance, it shall be bound to pay guarding charges at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) per month.

**7.5 Possession by the Allottee:** After obtaining the completion certificate, the partial completion certificate, as the case may be, for the Said Project and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the Association or the Competent Authority, as the case may be, as per the applicable laws.

**7.6 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his/her allotment in the Said Project as provided in the Act:

*Provided that* where the Allottee proposes to cancel or withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee, less the interests for delayed payments, taxes paid on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

**7.7 Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Said Land on which the project is being developed or has been developed in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Para G**; or (ii) due to discontinuance of their businesses as Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, in case the Allottee wishes to withdraw from the Said Project without prejudice to any other remedy available, on demand by the Allottee the Promoter shall be liable to return the total amount received by it in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due but not the taxes, if any, paid by the Allottee for the refund of which the Allottee shall have to apply directly to the concerned authority;

*Provided that* if the Allottee does not intend to withdraw from the Said Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit.

*Provided further that* if the Said Project is complete then the Allottee will not be entitled to exercise its aforementioned right of withdrawal.



## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows:

- 8.1 The Land Owners and/or the Promoters have absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out the development thereon and absolute, actual, physical and legal possession of the land for the Said Land;
- 8.2 The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Project;
- 8.3 There are no encumbrances upon the Said Land.
- 8.4 All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, the Said Land and the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Land, and the Unit and the common areas;
- 8.5 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- 8.6 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Land including the Said Project and the Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- 8.7 The Promoters confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- 8.8 At the time of execution of the conveyance deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of allottees or the Competent Authority, as the case may be;
- 8.9 The Said Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- 8.10 The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the Said Project to the Competent Authorities till the completion certificate, the partial completion certificate, as the case may be, is issued and possession of the Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;

8.11 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 Land) has been received by or served upon any of the Promoters in respect of the Said Land and/or the Said Project.

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

9.1 Subject to the Force Majeure Clause, the Promoters shall be considered to be under a condition of default, in the following events:

- (i) If the Promoters fail to provide ready to move in possession of the Unit to the Allottee within the time period mentioned in Para G above, or fails to complete the Said Project within the stipulated time disclosed at the time of registering it with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which the completion certificate, the partial completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoters' business as Promoter on account of suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by the Promoters under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by it. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest which will be the State Bank of India Prime Lending Rate plus 2 (two)

percent at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan mentioned in **Schedule-L**, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate mentioned in the proviso to Clause 1.12;
- (ii) In case of Default by the Allottee under the condition listed above despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount and the interests liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application and this Agreement shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Unit in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present for registration and register unilaterally a deed of cancellation in the event Allottee fails to do so in spite of several reminders and the Allottee shall cease to have any right title interest whatsoever in the Unit 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 Promoter or the Allottee, as the case may be.

## 10. CONVEYANCE OF THE UNIT:

On receipt of the entire amount of the Total Price mentioned in **Schedule-K**, the Promoter shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Project Common Portions within 3 (three) months from the date of issuance of the completion certificate, the partial

completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the Stamp Duty, the Registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of the Registration Charges and other applicable charges mentioned in Clause 7.2 to the Promoter is made by the Allottee. In the event the Common Portions have to be transferred by a separate deed, the Allottee shall bear and pay the pro-rata cost of Registrations Charges that will be required to be incurred for such deed.

**11. MAINTENANCE OF THE SAID UNIT, THE SAID PROJECT/PHASE AND THE COMPLEX:**

The Promoter shall manage and maintain the Project Common Portion till the Association of the Said Project is formed. After its formation, the Promoter shall hand over the documents, management and maintenance of the Project Common Portion to the Association of the Said Project. The Allottee shall pay charges for management and maintenance, hereafter the "**Maintenance Charge**", from the date of the Possession Date as mentioned in Clause 7.2. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-J** and shall be subject to change based on the prevailing market prices. In case the Allottee defaults in making any payment to the Promoter or Project Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Promoter or Project Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the entire Default Amount is paid. The Promoter or Project Association, as the case may be, shall further be entitled to charge interest on the Default Amount or unpaid part or portion, @ 2% (Two per cent) per month, compoundable monthly, till the entirety of the Default Amount including the interests thereon, damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid. However, if such default continues for a period exceeding 90 days, then in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to discontinue the supply of electricity to the said Apartment, disconnect the water supply, not to allow the usage of the common facilities and beyond that, the Promoter shall have the right to terminate the allotment made in favour of the Allottee and shall have the right to forfeit the booking amount deposited in favour of the Promoter and the Promoter shall refund to the Allottee the remaining amount paid by him/her to the Promoter, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to

apply directly to the concerned authorities. The Promoter shall intimate the Allottee about such termination within 30 days of such termination. The Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoter because of such termination of allotment or due to any default from the end of the Allottee. The Allottee accepts that the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable

**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 Promoters as per this Agreement relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days of being notified of such defect, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act *provided* however, the Promoter shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **Schedule-E**.

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

The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/ maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of the Allottees and/or maintenance agency or any person duly authorised by the Promoter to enter into the Unit or any part thereof, after due notice and intimation 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 Said Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

- 16.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, common passages, or the compound which may be in violation of any laws or rules of any authority or which can reasonably cause any disturbance and/or inconvenience to any other Allottee 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. However, the Allottee agrees and undertakes to be responsible, at its own cost and expense, for any damage and/or inconvenience, which shall be caused to other Allottees in case of non-maintainability of its walls and partitions, sewers, drains, pipe and appurtenances, etc.
- 16.2** The Allottee further undertakes, assures and guarantees that he/she shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Unit or anywhere on the exterior of any other Units within the Said Project or anywhere whatsoever within the Project Common Portions. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common area of the Said Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. Besides these, the Allottee shall also abide by the Covenants mentioned in **Schedule-F** subject to the Easements mentioned **Schedule-G**.
- 16.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of the Allottees and/or the Maintenance Agency appointed by the Association of the Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee further undertakes to

make timely payment to the relevant electricity board towards the electricity consumed by it in respect of its Unit as per the invoice and/or bill raised by such electricity board.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the sale of the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project.

**18. FURTHER CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up further structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority and disclosed, except for as provided in the Act *provided however* the Allottee undertakes not to object to further construction, expansion, development and/or modification in the project subject to the approval of the concerned authorities and sanction of the Competent Authority:

**18.1** The Promoter may construct other Blocks or Unit in the Said Land and the allottee gives his/her consent for any such said change.

**18.2** In the event the Promoter buys any land adjacent to the Said Land or enters into any development arrangement with the owners of any land adjacent to the Said Land such lands, hereafter referred to as the "**Other Further Lands**", the same may be added to the Said Project and the Owners and/or Allottees of such Other Further Land shall have the right of ingress to and egress from over such portions of 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.

**18.3** The Project Common Portions within the Said Project, including the Club, and those within the Other Further Lands, will be deemed to be the Project Common Portions of the Said Complex.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters issue the Possession letter in favour of the Allottee, they shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Said Project in its entirety is in accordance with the applicable laws of West Bengal and the Promoters are executing the Said Project in compliance with the laws and/or regulations as applicable in this State.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan mentioned in **Schedule-L** within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar, that is, either the A.D.S.R. Alipore or the A.R.A. Kolkata as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Said Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**



- 25.1** The Promoters may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in Schedule-L including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Allottees.
- 25.2** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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 Allottee has to make any payment, in common with the other Allottees of the Said Project, the same shall be the proportion which the super built-up area of the Apartment bears to the total super built-up area of all the Apartments in the Said Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through their authorized signatories at the Office of the Promoter, or at

such other place, as may be decided by the Promoter, in Kolkata, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement shall be registered at the office having jurisdiction to register such documents in respect of the said unit. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses mentioned above in this Agreement. It shall be the duty of the Allottee and the Promoters to inform each other of any change in their respective address mentioned herein subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be. A notice to the Promoters by the Allottee if served upon the Promoter will be deemed to have been served on all the Promoters.

**31. JOINT ALLOTTEES:**

In case of Joint Allottees, they have been referred to herein in singular number and all communications shall be sent by the Promoters to the Allottee whose name is appearing first in this Agreement and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

**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.

*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. ADDITIONAL TERMS:**

- a. **ASSIGNMENT OF AGREEMENT TO SALE:** The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance subject to the following conditions:
  - (i) The assignment will not be before expiry of one year from the date of this Agreement;
  - (ii) An 'assignment fee' equivalent to Rs. \_\_\_\_% (\_\_\_\_ percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- b. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent postponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- c. In case the WBSEDCL fails and/or delay in providing individual electricity meter to the Allottees of the Apartments, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.
- d. Apply for and obtain at his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

**Schedule-A**  
**[Devolution of Title]**

**(Part-I)**

1. **ALL THAT** the pieces and parcels of land measuring 220.59 Decimals more or less having rayati sthitiban dakhali rights therein and comprised in L.R. Dag No. 808 measuring 15.5 Decimals more or less, L.R Dag no. 812 measuring about 18.00 decimals more or less, L.R. Dag No. 814 measuring 22.00 Decimals more or less, L.R. Dag No. 816 measuring 13.00 Decimals more or less, L.R. Dag No. 817 measuring 14.00 Decimals more or less, L.R. Dag No. 825 measuring 96.00 Decimals more or less, L.R. Dag No. 839 measuring 42.09 Decimals all corresponding to several khatians and all lying and situate at Mouza - Chakrajumolla, J.L. No.18, R.S. No. 461, within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), a detail whereof is set out in the table hereunder written:

Sl. No.	Name of Purchaser	Deed No./Year	L.R. Dag No.	Area Conveyed ( In Decimal)
1.	Aashirbad Realcon Pvt. Ltd.	I - 2667 of 2017	808	9.00
2.	Aswise Properties Pvt. Ltd	I - 2691 of 2017	825	10.00
3.	Wavepool Developers Pvt. Ltd.	I - 2687 of 2017	825	10.00
4.	Primestar Realestate Pvt. Ltd.	I - 2690 of 2017	825	10.00
5.	Happyshop Construction Pvt. Ltd.	I - 2663 of 2017	817	8.28
6.	Quickheal Projects Pvt. Ltd.	I - 2665 of 2017	814	10.00
7.	Maxshine Developers Pvt. Ltd.	I - 2689 of 2017	814	10.00
8.	Welldream Developers Pvt. Ltd.	I - 2669 of 2017	816	9.63
9.	Maxleen Developers Pvt. Ltd.	I - 5377 of 2017	839	10.00
10.	Blue Doors Realty Pvt. Ltd	I-1086 of 2022	825	10.00
11.	Brightline Developers Pvt. Ltd	I-1091 of 2022	812	10.00
12.	Floorable Construction Pvt. Ltd.	I-1095 of 2022	817	5.72
13.	Floorable Construction Pvt. Ltd.	I-1092 of 2022	816	3.37
14.	Jaikrishna Realcon Pvt Ltd.	I-1085 of 2022	825	10.00
15.	MansLand Real Estate Pvt Ltd.	I-1094 of 2022	825	10.00
16.	Maxrise Realtors Pvt Ltd	I-1090 OF 2022	825	10.00

17.	Mayabreast Projects Pvt Ltd.	I-4352 of 2022	839	10.00
18.	Dream Park Infrastructure Pvt. Ltd.	I-4351 of 2022	839	10
19.	Nanomyte Construction Pvt Ltd.	I-1083 of 2022	825	10.00
20.	Rupman Real Estates Pvt. Ltd.	I-4355 of 2022	839	5.25
21.	Rupman Real Estates Pvt. Ltd	I-4356 of 2022	839	6.84
22.	Opendoors Construction Pvt. Ltd	I-1087 of 2022	808	6.50
23.	Rishivansh Infracon Pvt Ltd.	I-1084 of 2022	825	10.00
24.	Sanpiper Realestate Pvt. Ltd.	I-1089 of 2022	812	8.00
25.	Nanomyte Developers Pvt Ltd.	I-1088 of 2022	825	6.00
26.	Nanomyte Developers Pvt Ltd	I-1093 of 2022	814	2.00
<b>TOTAL AREA:</b>				<b>220.59</b>

2. A Joint Development Agreement dated 14th May, 2024, registered with the ARA-IV, Kolkata in Book No.I, Volume No. 1904-2024, Pages from 395198 to 395272, Being No. 190406888 for the year 2024, between the First Owners and the Promoter for the development of the First Owners' Land under such terms and conditions as stipulated therein.
  
3. By a Power of Attorney dated 14th May, 2024, registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 395518 to 395543, Being No. 190406897 for the year 2024, the First Owners had granted the Promoter the necessary powers required for developing the First Owners' Land.

**(Part-II)**

1. **ALL THAT** the pieces and parcels of land 115.7824 Decimals more or less having rayati rights therein and comprised in L.R. Dag No. 811 measuring 14.2840 Decimals more or less, L.R. Dag no. 815 measuring about 21.4600 Decimals more or less, L.R. Dag No. 825 measuring 80.0384 Decimals more or less, all corresponding to several khatians and all lying and situated at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the

Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), which is comprising of First Land and Second Land and the detail whereof is set out in the table hereunder written:

Sl. No.	Name of Purchaser	Deed No./Year	L.R. Dag No.	Area Conveyed ( In Decimal)
1.	Panchwati Infracon Pvt. Ltd.	2808/2023	825	2.0000
		2809/2023	815	1.4600
2.	Linton Towers Pvt. Ltd.	2808/2023	825	10.0000
3.	Sagam Devcon Pvt. Ltd.	2808/2023	825	10.0000
		2810/2023		
4.	Queen Dealers Pvt. Ltd.	2808/2023	825	10.0000
5.	Zaljog Complex Pvt. Ltd.	2809/2023	815	10.0000
6.	Winsher Realtors Pvt. Ltd.	2809/2023	815	10.0000
7.	Topmost Complex Pvt. Ltd.	2810/2023	825	10.0000
8.	Shivpariwar Developers Pvt. Ltd.	2810/2023	825	10.0000
9.	Motilal Hirise Pvt. Ltd.	2811/2023	825	5.0000
10.	Thistle Complex Pvt. Ltd.	11439/2023	811	8.5720
11.	Linkplan Properties Pvt. Ltd.	2658/2024	825	9.8736`
12.	Lucky Hirise Pvt. Ltd.	2658/2024	825	9.3024
13.	Mangalmayee Realtors Pvt. Ltd.	2658/2024	825	3.8624
14.	DTC Projects Pvt. Ltd.	9503/2023	811	5.7120
<b>TOTAL AREA:</b>				<b>115.7824</b>

4. A Joint Development Agreement dated 9<sup>th</sup> July, 2024, registered with the ARA-IV, Kolkata in Book No.I, Volume No. 1904-2024, Pages from 560744 to 560813, Being No. 190409968 for the year 2024, between the Second Owners and the Promoter for the development of the Second Owners' Land under such terms and conditions as stipulated therein.
5. By a Power of Attorney dated 9<sup>th</sup> July, 2024, registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 561564 to 561586, Being No. 190409976 for the year 2024, the First Owners had granted the Promoter the necessary powers required for developing the Second Owners' Land.

**Schedule-B**  
**[Said Land]**

**ALL THAT** divided and demarcated piece and parcel of land containing by admeasurement an area of **336.3724 Decimal** more or less lying and situated at Mouza Chak Rajumolla, comprised in R.S. & L.R. Dag Nos. 808, 811, 812, 814, 815, 816, 817, 825, 839 all lying and situate at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), District South 24-Parganas and marked with 'Red' border in the plan annexed herewith and butted and bounded as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

**Schedule-C**  
**[Manner of Execution of the Said Project]**

1. It will be a gated complex named "DTC PALM GROVE", hereafter referred to as the "Said Complex".
2. The Said Complex will comprise of residential buildings.
3. Each structure will consist of separate and self-contained enclosed spaces, hereafter called the "**Units**", to be used for residential.
4. There will be a Club in the Said Complex for the recreational activities only for the owners and occupiers of the Units and/or Apartment which will be a part of the Project Common Portions. The Promoter will initially manage the Club by itself or through its nominee or nominees and will handed it over to the Association upon its formation. All the Allottees of Units of the Complex including the Allottees of the Other Further Lands will be members of the Club. The Allottee may request for additional membership to the Club for the occupants in its Apartment, which may be permitted by the Promoter or the Association upon its formation, on such terms and conditions as the Promoter or the Association, as the case may be, may deem fit and proper, which will, inter alia, be as under:

- (a) If the Allottee is a Body Corporate or a Partnership firm or a HUF or any other Association of Persons, it will be required to nominate the occupier of the Apartment as the member of the Club.
  - (b) Detailed terms and conditions of the Club membership, and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members including Additional Members.
  - (c) The entire Club or all its facilities may not be ready or operational for use at the time the possession of the Unit will be handed over to the Allottee but as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Allottee.
  - (d) If the Allottee transfers its Unit, the membership of the Club will automatically stand transferred to its transferee and the membership of the transferor and its Additional Members, if any, will automatically stand cancelled.
5. After completion of Project, an association of the Allottees of the Units of that Project will be formed, hereafter called the "**Project Associations**". All Unit owners of a Project shall compulsorily become members of the Project Association of that Project. Till formation of the Project Association, the Promoter shall manage and maintain the Project Common Portions and upon formation of Project Association, the Promoter shall handover the management and maintenance to its Project Association.

**Schedule-D**  
**[Project Common Portions]**

**Upon completion of the Said Project, the Complex Common Portions will, interalia, have the following:**

- 1) Club,
- 2) Sewerage Treatment Plant,
- 3) Water filter Plant,
- 4) Roads, installations, signage and security arrangements,
- 5) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes,
- 6) Fire Fighting and protection system,



- 7) Playing area for children,
- 8) Fences, hedges boundary walls and main gate of the Complex,
- 9) Generator, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 10) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 11) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Project.

#### **Schedule-E**

#### **[Defects for which the Promoters will not be Liable]**

1. The Promoters will not be liable to rectify any defect in the Apartment in the following instances:
  - 1.1 If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
  - 1.2 If the Allottee makes any changes, modifications and/or alteration in the electrical lines of the Apartment then, any defect in the electrical lines of the Apartment that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.
  - 1.3 If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items in the Apartment then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
  - 1.4 If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment then, any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

- 1.5 If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
- 1.6 If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows of the Apartment, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
- 1.7 If there are scratches or damages to the floor or wall tiles of the Apartment due to wear and tear or direct or indirect impact on the floor or wall tiles.
- 1.8 If the waste pipes or waste lines of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- 1.9 The damages of any nature in the Apartment due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- 1.10 The damages in pipelines or electrical lines of the Apartment during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- 1.11 The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained properly.
- 1.12 The damages due to non-maintenance of such things or items or fixtures of the Apartment which require regular maintenance and which gets damaged due to such non-maintenance.
- 1.13 The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the Apartment due to different coefficient of expansion and contraction of materials.
- 1.14 If the defects in the materials, fittings, equipments, and/or fixtures provided are in the Apartment owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.

- 1.15 Where the defects, whether in the Apartment, are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.
- 1.16 If the Apartment is used for any purposes other than residential.
2. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.
  3. The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee.
  4. If however the defect is such that it cannot be rectified, the Promoter shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Said Project whose decision shall be final and binding upon the Allottee and the Promoters.

**Schedule-F**  
**[Covenants]**

- A. The Allottee shall:
- i. Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, tube-wells, generator and/or other installations and/or amenities facilities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoters and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoters or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;
  - b. Pay the entire charges for electricity for the Unit and proportionately for the Project Common Portions;
  - c. Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment

and after installation by WBSDCL, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;

- d. Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- e. Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- f. Pay, wholly in respect of the Apartment, and proportionately in respect of the Project all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- g. Allow the Promoter and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;
- h. Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Promoter and/or the Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;

B. The Allottee shall not:

- i. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Project Common Portions, save at the places earmarked therefore;
- ii. Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Project;
- iii. Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house, guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business or professional chamber or office;
- iv. Hang from or attach to the beams or the rafters of any part of the Apartment any articles or machinery the weight whereof;

- v. Do or cause to be done anything which may cause any damage to or affect the Said Project, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units in the Said Project;
- vi. Affix, tamper or draw any wire, cable, pipe from, to or through any Project Common Portions or outside walls of the Said Complex, without approval of the Promoter or the Association, as the case may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;
- vii. Affix any or install any antenna on the open terrace that may be part of the Apartment or in its windows;
- viii. Hang or put any clothes in or upon the windows, balconies or any other portion of the Unit which is visible from the outside or to outsiders;
  - i. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
  - j. Install any air-conditioner, except in the approved places;
  - k. Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Promoter or the Association, as the case may be;
  - l. Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Project;
  - m. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment;
  - n. Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Promoter or the Association, as the case may be.
  - o. Obstruct or hinder the construction on any part or portion of the Said Land, any of the Phases or the Blocks or any Further Other Land, if any.
  - p. Change the name of the Said Project nor the numbering or the names, as the case may be, of any of the Blocks.
  - q. Restrict any of the other owners and/or occupiers of the Project the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-G** below.

**Schedule-G**  
**[Easements]**

- i. The right of ingress to and egress from the Unit over the Common Passages including the right of way over the drive ways and pathways, with or without vehicles.
- ii. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iii. The right of support, shelter and protection of each portion of the Project by the other portions thereof.
- iv. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, and all the other Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

**Schedule-H**  
**[Specifications]**

<b>Foundation</b>	Earthquake resistant Reinforced Concrete Cement structure
<b>External Finish</b>	Weather Proof Exterior Paint
<b>Interior Finish</b>	Putty Puning
<b>Flooring</b>	Interiors-Vitrified Tile Staircase – Tiles
<b>Kitchen</b>	(i) Granite counter with Stainless steel sink (ii) Dado of ceramic tiles up to 2 ft above the counter / platform (iii) Electrical point for Refrigerator, Water purifier, Microwave, Chimney & Exhaust fan

<b>Toilet</b>	<ul style="list-style-type: none"> <li>(i) Anti skid ceramic floor tiles</li> <li>(ii) Toilet Walls – Tiles on the walls upto door height</li> <li>(iii) Sanitary ware of reputed brand</li> <li>(iv) Chrome Platted fittings of reputed brand</li> <li>(v) Electrical Point for Geyser &amp; Exhaust Fan</li> <li>(vi) Plumbing provision for Hot / Cold water line</li> </ul>
<b>Doors &amp; Windows</b>	<ul style="list-style-type: none"> <li>(i) Main Door – Flush Door with Laminate on external side</li> <li>(ii) Internal Doors –Painted /Polished Flush doors</li> <li>(iii) Windows –Powder Coated Aluminium windows</li> </ul>
<b>Electricals</b>	<ul style="list-style-type: none"> <li>(i) ISI marked concealed FRLS copper wiring with modular switch of approved make.</li> <li>(ii) Adequate Electrical Switch and Sockets in all rooms with AC points in the Living Room &amp; Master Bedroom</li> <li>(iii) Points for Refrigerator, Water Purifier, Microwave/Mixer Grinder, points for Geyser, Exhaust Fan along with other Electrical Points in Toilet/Kitchen.</li> <li>(iv) Door bell point at the main entrance door</li> </ul>

**Schedule-I**  
**[Amenities& Facilities]**

1	Round the clock Treated Water supply
2	24 hours security personnel
3	CCTV installed at critical locations
4	Community hall within the Club which can be used for small parties, children birthday parties and other small functions
5	Standby generator for the Common Areas, Amenities & Facilities
6	State-of-the-art fire-fighting equipment

**Schedule-J**  
**[Unit]**

- a) **Unit No. \_\_\_\_**, having carpet area of about \_\_\_\_ **Square Feet** [which is equivalent to about ..... **Square Feet** of Super Built-up Area] within the said Project “\_\_\_\_\_”.

b) **Type of Unit: .....**

c) **\_\_\_ Number of ..... Car Parking Space admeasuring \_\_\_ Square Feet.**

d) **TOGETHER WITH** pro-rata share of the Project Common Portions.

Note:

1. The floor plan of the Apartment is annexed hereto and marked as **Plan-B**.

### **Schedule-K**

The Total Price payable for the said Apartment based on Carpet Area, is as follows:

<b>Particulars</b>	<b>Rate per Square Feet</b>	<b>Amount (In INR)</b>
<b>UNIT COST</b>		
<b>Proportionate cost of Common Areas</b>		
<b>Club membership Charges</b>		
<b>Association Formation Charges</b>		
<b>Infrastructure Development Charges</b>		
<b>Total Price</b>		

Note:

i) The applicable amount of GST on the Unit, and other extra charges has been charged separately (not mentioned above).

ii) In addition to the Total price mentioned above, at the time of taking possession of the Unit the following Deposits will be required to be made by the Allottee:

1. **Sinking Fund:** Rs.\_\_(Rupees \_\_) per Square Feet of the Super Built-up Area per month for 12 months.

2. **Maintenance Charges Deposit:** Rs.\_\_(Rupees \_\_) per Square Feet of the Super Built-up Area, per month for 12 Months, together with applicable GST.

### **Schedule-L** **[Payment Plan]**



On Expression of Interest	Rs. 2,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	20% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.
On Start of Foundation Work	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Ground Floor Casting of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of 1st Floor Casting of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of 2nd Floor Casting of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Roof Casting of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Putty of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Internal Flooring of the Unit	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Unit except Bathroom Fittings	5% of the Total Price together with applicable Goods & Service Tax.
On or before the date of possession	i) 5% of the Total Price together with applicable Goods & Service Tax. ii) The Deposits together with applicable Goods & Service Tax.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

*Authorised Signatory of the Owners:*

*Authorised Signatory of the Promoter:*

At Kolkata on \_\_\_\_\_ in the presence of

**WITNESSES:**

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURES**

PLAN-A	Copy of the Site Plan as disclosed by the Promoter in its registration.
PLAN-B	Copy of Unit Layout Plan