

**AGREEMENT FOR SALE(Without Possession)**

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**BY AND BETWEEN**

**SUGAM GRIHA NIRMAAN LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN U70109WB1989PLC045956 and having PAN **AAECS7354N** and having its Registered Office at 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, AND  
(2) **ERODE MERCHANTS PRIVATE LIMITED**, a company incorporated under the Companies Act,

1956, having its CIN U67120WB1995PTC073778 and having PAN AAACE5513F, and having its registered office at 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (3) **ALEXIA DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN U51909WB2008PTC126236 and having PAN AAHCA0632L, and having its registered office at 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (4) **ARYA PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C and having its registered office on the 2<sup>nd</sup> floor in the building known as “Commerce House” at 2, Ganesh Chandra Avenue, 2<sup>nd</sup> Floor, P.S. Bowbazar, P.O. Bowbazar, Kolkata – 700 013, all hereinafter jointly referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents and all represented by their Constituted Attorney **MR. BISHWANATH HARALALKA**, son of Late Basudev Haralalka, having PAN **ABCPH1758F** and having his Aadhaar No: **686816377880** and having his place of business at 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, authorised *vide* the respective Board Resolutions dated \_\_\_\_\_ of the **FIRST PART** ;

**AND**

**SUGAM SERENITY LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQFS2908B and its registered office at Premises No 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, represented by its Authorised Representative **MR. BISHWANATH HARALALKA**, son of Late Basudev Haralalka, having PAN **ABCPH1758F** and having his Aadhaar No: **686816377880** and having his place of business at Premises no 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 and hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART** ;

**AND**

\_\_\_\_\_ son of \_\_\_\_\_ by nationality \_\_\_\_\_ aged about \_\_\_\_\_ years, by occupation \_\_\_\_\_ having his PAN: \_\_\_\_\_, having his Aadhaar No. \_\_\_\_\_ residing at \_\_\_\_\_, Ph- \_\_\_\_\_,

**AND**

\_\_\_\_\_ son of \_\_\_\_\_ by nationality \_\_\_\_\_ aged about \_\_\_\_\_ years, by occupation \_\_\_\_\_ having his PAN: \_\_\_\_\_, having his Aadhaar No. \_\_\_\_\_ residing at \_\_\_\_\_, Ph- \_\_\_\_\_, hereinafter Jointly called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**. The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**I DEFINITIONS**

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

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

## **II WHEREAS**

A. The Owners are the absolute and lawful owners of lands at Premises No. 709, Kusumba, P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur- Sonarpur Municipality containing an area of 62 Kottahs 5 Chattacks 1.68 sq. ft (more or less) as per deeds and having an area of 3620.06 square metres (more or less) as per the physical measurement. and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, hereinafter referred as the "said Land" and fully described in the **SCHEDULE -A** hereunder written, vide sale deed(s) and other chain of title as mentioned in **SCHEDULE A-2** hereto. The Owners and the said Promoter, Sugam Serenity LLP, have entered into an Agreement of Development dated 11<sup>th</sup> November, 2024 registered with the Additional Registrar of Assurances -I, Kolkata in Book I, Volume No 1901-2024, Pages 385542 – 385595 Being No. 190110176 for the year 2024.

B. The said Land is earmarked for the purpose of building a residential project comprising multistoried Villas and a club block and the said project shall be known as **SUGAM VILLA 18** ("Project").

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

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the Rajpur-Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Promoter has applied for the registration of the project under the West Bengal Real Estate (Regulation and Development) Act, 2021 (RERA) and obtained the WBRERA registration no. \_\_\_\_\_ dated \_\_\_\_\_.

F. The Allottee had applied for a Villa in the Project, vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Villa unit no. \_\_\_\_\_ **Ground plus two storied** having carpet area of \_\_\_\_\_ square feet (built-up area of \_\_\_\_\_ square feet and super built-up area of \_\_\_\_\_ square feet) , type \_\_\_\_\_ **BDR**, along **With Open/ Covered/ Mechanical Car Parking Space**, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Villa" more particularly described in **SCHEDULE A-1** and the floor plan of the Designated Villa is annexed hereto and marked as **SCHEDULE B**);

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

H. The additional disclosures/details agreed between the parties are contained in **SCHEDULE A-3** hereto.

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

J. 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.

K. 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 Designated Villa and the open/ mechanical/ covered car parking as specified herein above.

**III 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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Villa as specified in para F.

1.2 The Consolidated Price for the Designated Villa and appurtenances based on the carpet area is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and Goods & Services Tax (GST) at the applicable rates on the said Consolidated Price plus Extra Charges as provided herein below Goods & Services Tax (GST) at the applicable rates on the said Extra Charges (together referred to as "**Total Price**") :

|                                                                                                                                          |                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|                                                                                                                                          | Rate of Villa per square feet:<br>(Package Price) |
| <b>Villa No. –</b><br><b>Type – _____ BHK</b>                                                                                            | <b>Rs. -</b>                                      |
| <b>Exclusive balcony</b>                                                                                                                 | Included in Total Price above                     |
| <b>Exclusive Open Terrace</b>                                                                                                            | Not applicable                                    |
| <b>Proportionate Common Area</b>                                                                                                         | No Separate Charges                               |
| <b>Preferential Location Charges</b>                                                                                                     | No Separate Charges                               |
| <b>Parking -1 Covered Parking (partially open)</b>                                                                                       | No Separate Charges                               |
| <b>Parking – 2</b>                                                                                                                       | Not applicable                                    |
| Total Price (in rupees) without Taxes                                                                                                    | <b>Rs.</b>                                        |
| Other Charges                                                                                                                            | As per clause 4 of Schedule A-3                   |
| Taxes (The Goods and Service Tax and any other applicable tax on the unit Price shall be payable by the Allottee as per prevalent rates) | <b>Rs.</b>                                        |
| Total Price in Rupees (excluding Other Charges & GST on the said Other Charges)                                                          | <b>Rs. _____/- (Rupees _____) only</b>            |

*Explanation:*

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Villa;

(ii) The Total Price (excluding other charges and GST applicable thereon) above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Villa to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the 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 not be charged from the allottees unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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.

(iv) The Total Price of Designated Villa includes recovery of price of appertaining land, construction of [not only the Designated Villa but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, tiles, doors, windows, fire detection and fire fighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Villa described herein at **SCHEDULE D** and for the Project described herein at **SCHEDULE E** ("facilities, amenities and specifications").

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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/regulation 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 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 not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

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

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE D** and **SCHEDULE E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Villa and the Project as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee 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.

1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Villas is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, 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 found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Villa allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in **SCHEDULE C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Villa as mentioned below.

- (i) The Allottee shall have exclusive ownership of the Designated Villa .
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as a member of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Designated Villa includes recovery of price of appertaining land, construction of [not only the Designated Villa but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Villa and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Villa subject to the safety guidelines.

1.8 It is made clear by the Promoter and the Allottee agrees that the Designated Villa along **With Covered Car Parking Space (partially open)** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per **SCHEDULE E** shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Villa to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, 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 Designated Villa and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Designated Villa to the

Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as booking amount being part payment towards the Consolidated Price of the Designated Villa at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Villa as prescribed in the Payment Plan [**SCHEDULE C**] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable 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 cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of Sugam Serenity LLP payable at Kolkata.

## **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 Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this 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 necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

## 5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Villa to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

## 6. **CONSTRUCTION OF THE PROJECT / VILLA:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Building Rules as prescribed and applicable by competent authorities and shall not have an option to make any variation/alteration/modification in such plans beyond those contemplated above, 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 VILLA:**

### 7.1 **Schedule for possession of the said Designated Villa:-**

The Promoter agrees and understands that timely delivery of possession of the Designated Villa to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Villa along with ready and complete common areas with all specifications, amenities and facilities of the project in place by \_\_\_\_\_, 2027 and further grace period as granted by the West Bengal Real Estate Regulatory Authority (RERA), if there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Villa.

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

### 7.2 **Procedure for taking possession -**

The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Designated Villa, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the

Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Bungalow/plot, as the case may be, to the Allottee at the time of conveyance of the same.

### **7.3 Failure of Allottee to take Possession of Designated Villa-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Villa 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 Designated Villa 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 and all taxes and outgoings relating to the Designated Villa and for all damages to the Designated Villa and/or other parts of the project.

**7.4 Possession by the Allottee** - After obtaining the completion certificate\* and handing over physical possession of the Designated Villa to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount (i.e. 10% of the Consolidated Price plus applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Villa to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

**7.6.1** Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Villa(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Villa, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the 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 Designated Villa which shall be paid by the Promoter to the allottee within forty-five (45) days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Owners and Promoter hereby respectively represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Villa;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Villa are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Villa and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Owners/Promoter confirm that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Villa to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Villa to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (ix) The Schedule Property/Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Villa) thereof till the period mentioned in the intimation to the allottee to take possession of the designated Villa along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xii) Save and except the “Working Capital Builders’ Finance” from \_\_\_\_\_ **BANK** for construction of the Project by mortgaging the said Land/Project Land by a Deed of Mortgage dated \_\_\_\_\_, registered with the office of the Registrar of Assurances-\_\_\_\_\_, Kolkata in Book No. I, being No.\_\_\_\_\_ for the year 2025, there are no other encumbrances upon the Designated Villa and appertaining share in said Land or in the Project;

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

9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Designated Villa to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para ‘ready to move in possession’ shall mean that the Villa shall be in 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 occupation certificate and/or the completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Villa , along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Villa, which shall be paid by the Promoter to the Allottee within 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 payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the 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 Designated Villa in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this

Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Villa to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID Villa:**

The Owners and the Promoter, on receipt of Total Price of the Designated Villa as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Villa together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter or the Registration Authority is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

**11. MAINTENANCE OF THE VILLA/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Villa.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

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

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

respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, open/covered parking and mechanical parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated Villa or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Service Areas:** The service areas, if any, located within the Project land area shall be ear-marked for services including but not limited to DG set, underground water tank, Pump, maintenance and service room, firefighting pump and equipments etc. and other permitted uses as may be necessary and also as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any other manner whatsoever, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services. The areas earmarked as parking spaces shall be used only for the purpose of parking of motor cars.

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

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the New Building, or the Designated Villa, or the common areas including staircase, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Villa and keep the Designated Villa, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the project is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the façade of the Villa or anywhere on the exterior of the Project, or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows balconies or the roof or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Villa or place any heavy material in the common passages or the staircase of the Villa. The Allottee shall also not remove any wall including the outer walls and load bearing walls of the Designated Villa.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Designated Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Villa and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Villa.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the *West Bengal Apartment Ownership Act, 1972*. The Promoter shall ensure compliance of various laws/regulations as applicable in the said Act.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar \ as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Sub-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 and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**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 hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Villa, in case of a transfer, as the said obligations go along with the Designated Villa for all intents and purposes.

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure 'C'] 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 Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on 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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Villa bears to the total carpet area of all the Villas in the Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the Office of the Sub-Registrar or at the Office of the Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

**ALLOTTEE -**

For the Promoter:  
**SUGAM SERENITY LLP**

2/5, Sarat Bose Road, Unit 1'F',  
P.S. Ballygunge, P.O. Elgin Road, Kolkata-700 020

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made 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 under the Arbitration and Conciliation Act, 1996.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

**34. SAVINGS:**

Any application, letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Villa, prior to the execution and registration of this Agreement for Sale for such Villa shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

35. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

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

**ALLOTTEE:**

1.

2.

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

**PROMOTER:**

1.

For Sugam Serenity LLP

Partner

2.

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

1.

For Sugam GrihaNirmaan Ltd., Alexia Dealers Pvt. Ltd.,  
For, Erode Merchants Pvt. Ltd. & Arya Projects Ltd.

Authorised Signatory

2.

**SCHEDULE A****SAID LAND/ PREMISES**

**ALL THOSE** the pieces and parcels of land together with the existing structures (1000 square feet) standing thereon or part thereof containing an area of 103 decimals equivalent to 62 Kottahs 5 Chattacks 1.68 sft (more or less) lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as Premises No. 709, Kusumba, P.O. Narendrapur, Kolkata-700103, within the limits of Ward no. 7 of the Rajpur- Sonarpur Municipality and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 and the following several Dag numbers.

| L.R. Dag No. | R.S. Dag No. | Area (Decimals) |
|--------------|--------------|-----------------|
| 1841         | 1759         | 17.0            |
| 1844         | 1762         | 36.0            |
| 1845         | 1763         | 3.0             |
| 1847         | 1765         | 21.0            |
| 1848         | 1766         | 16.0            |
| 1849         | 1767         | 10.0            |
|              | Total Area   | 103 Decimals    |

Butted and Bounded as follows:

ON THE EAST - By others land  
ON THE SOUTH - By others land  
ON THE WEST - By others Land  
ON THE NORTH - By Public Road/ By Others Land

**SCHEDULE A - 1**

**DESIGNATED VILLA/UNIT**

**All That the Designated Villa: Which Is Under Construction bearing No. \_\_\_\_\_ of Ground plus two storeys** containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** (more or less) of the Housing Complex “**VILLA18**” at the said Land described in the **FIRST SCHEDULE** herein above written and shown in the **Plan** annexed hereto.

**With** exclusive balcony or verandah attached to the said Designated Villa containing a built-up area of \_\_\_\_\_ Square Feet more or less, as shown in the **Plan** annexed hereto.

**With One Covered** Car parking space for one medium sized **motor car** in the **partially open** space on the **Ground floor** of the Designated Villa.

**SCHEDULE A – 2**

**CHAIN OF TITLE**

1. **WHEREAS** by a conveyance dated 22<sup>nd</sup> February, 2011 made between Shyamdas (alias Shyamdas Lalwani alias Shyamdas Tharoomal) therein referred to as the ‘Vendors’ of the one part and the abovenamed vendors all therein jointly referred to as the ‘Purchasers’ of the other part and registered in Book No. 1, CD Volume No.04, pages from 146 to 169 being No. 01443 for the year 2011 at the office of the Additional Registrar of Assurances-I, Kolkata, the said therein named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 46 Cottahs 11 Chittacks and 26.28 square feet ( more or less ) together with twenty very old tin shed residue tiles units standing on part of the said lands comprised in J.L. No. 50, L.R. Khatian No. 1741 (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) being a portion of Municipal Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarpur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza-Kusumba P.S. Sonarpur, P.O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Khatian No. 1741 , Pargana Madanmolla, District-24 Parganas (South) and the particulars of which lands are stated hereunder –

| R.S. Dag | R.S. Khatian No. | L. R. Dag No.      | Land Area    |
|----------|------------------|--------------------|--------------|
| 1759     | 553              | 1841               | 17.0         |
| 1765     | 563              | 1847               | 21.0         |
| 1762     | 315              | 1844               | 13.23        |
| 1766     | 529              | 1848               | 16.0         |
| 1767     | 529              | 1849               | 10.0         |
|          |                  | <b>Grand Total</b> | <b>77.23</b> |

46 Cottahs 11 Chittacks and 26.28 square feet Equivalent to 77.23 decimals and the said lands are more fully described in the Schedule thereunder written.

2. **AND WHEREAS** by another conveyance dated 22<sup>nd</sup> February, 2011 made between (1) Rajesh Lalwani ,(2) Rakesh Lalwani, (3) Mrs. Rhea Sahjwani and (4) Mrs. Babita Sawlani all therein jointly referred to as the Vendors of the first part and the above named vendors all therein jointly referred to as the purchasers of the second part and the said Rajesh Lalwani therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 04, pages from 1917 to 1936, being No. 01437 for the year 2011, at the office of the Additional Registrar of Assurances-I, Kolkata the said therein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all those pieces or parcels of lands of diverse nature containing an area of 13 Cottahs 12 Chittacks and 18.6 square feet together with 35 tin shed residential quarters with cement shed and three tiled tenements all lying situate and being a portion of Municipal holding No. 709 and also Municipal holding No. 173 Kusumba under Ward No. 7 of Rajpur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub-Registrar Office at Sonarpur, P.O. Narendrapur, Pargana - Madanmolla, District-24 Parganas (South), recorded in the R.S. Dag Nos. 1762 and the L.R. Dag Nos 1844 .

13 Cottahs 12 Chittacks and 18.6 square feet Equivalent to 22.77 Decimals and the said lands are more fully described in the Schedule thereunder written.

3. **AND WHEREAS** by another conveyance dated 22<sup>nd</sup> February, 2011, made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 04 pages from 126 to 145, being No. 01433, for the year 2011, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased, ALL THOSE pieces or parcels of Land of diverse nature containing an area of 3 decimals equivalent to 1 Cottahs 13 Chittacks and 1.8 square feet (more or less) lying situate within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 50, Touzi No. 259, Pargana - Madanmollah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1763, L.R. Dag No. 1845, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub - Registrar Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully described in the Schedule thereunder written.

4. **AND WHEREAS** the said Vendors/ Owners obtained the amalgamation of Pre. No. 710 Kusumba and Pre. No. 173 Kusumba in the records of the said Municipality and the amalgamated plot was numbered as Holding no. 710, Kusumba by the said municipality.

5. **AND WHEREAS** the Vendors have for the sake of convenience and other good reasons formed two lots, of the said entire lands and got the said two Lots separately assessed by the said Rajpur – Sonarpur Municipality, being -

(a) Municipal Holding No. 710 Kusumba containing an area of 139 Kottahs 4 Chattacks 8.7 sft. within the limits of ward no. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

(b) Municipal Holding No. 709 Kusumba containing an area of 62 Kottahs 5 Chattack 1.68 sft within the limits of Ward No. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

6. **AND WHEREAS** the said respective Municipal Holdings are also duly mutated in the Joint names of the said Vendors/owners in the records of the Rajpur- Sonarpur Municipality.

7. **AND WHEREAS** the Vendors have obtained the use / nature of land comprised in the said premises being Holding No. 709 Kusumba converted by the concerned authorities and the Vendors are entitled to use the land of the said premises for the purpose of construction of new Villa containing self contained flats for residential and other lawful uses.

8. **AND WHEREAS** the Owners have decided to take up the Development of the said Holding No.709 Kusumba containing an area of 62 Kottahs 5 Chattack 1.68 sft lying situate within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land'.

9. **AND WHEREAS** the Owners have got a building plan bearing No. **SWS/OBPAS/2207/2024/0783** dated **09.05.2024** sanctioned for construction of the new Villas containing self contained independent Villas on the land of the said Municipal Holding No. 709, Kusumba (hereinafter called the said 'Land').

10. **AND WHEREAS** the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 709, Kusumba and the construction of the new Villas thereon or on part thereof containing self contained independent residential Villas with the provision of car parking spaces (open, covered and mechanical)

11. **AND WHEREAS** the Owners and the Promoter have entered into an Agreement of Development dated 11<sup>th</sup> November, 2024 and registered with the Additional Registrar of Assurances - I, Kolkata in Book I, Volume No 1901-2024, Pages 385542-385595 Being No. 190110176 for the year 2024\_for the development and commercial exploitation of the said premises.

12. **AND WHEREAS** the Owners have granted a Power of Attorney to the Promoter and also its Designated Partners Mr. Ashok Saraf, and Mr. Suhel Saraf and the said Power of Attorney dated **14<sup>th</sup> December, 2024** registered with the **Additional Registrar of Assurances - I, Kolkata, registered in Book I, Vol. No. 1901-2025, Pages 2851 to 2875 , Being No 190100040 for the year 2025**, for undertaking all the acts, deeds and things as may be necessary for giving effect to and carrying out the terms and conditions of the registered Agreement for Development dated **11<sup>th</sup> November, 2024**.

13. The Promoter has availed "Working Capital Builders' Finance" from \_\_\_\_\_ for construction of the Project by mortgaging the said Land/Project Land by a Deed of Mortgage dated \_\_\_\_\_, registered with the office of the Registrar of Assurances-\_\_\_\_\_, Kolkata in Book No. I, being No. \_\_\_\_\_for the year \_\_\_\_\_.

14. The Promoter had applied for the registration of the project under the West Bengal Real Estate (Regulation and Development) Act, 2021 (RERA) and obtained the WBRERA registration no. \_\_\_\_\_ dated \_\_\_\_\_.

15. **AND WHEREAS** the Promoter is in course of development and construction of the new Villas as aforesaid and is entitled to enter into agreements with the intending purchasers of the Villas car parking spaces (open, mechanical and covered) in the said project to be constructed on the said land.

### **SCHEDULE-A-3**

#### **DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:

(a) **"this agreement"** shall mean the Agreement and Schedules all read together.

(b) **"Co-owners"** shall mean (a) all the allottees of Designated Villas /Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owners and/or Promoter;

(c) “**sanctioned plan**” shall mean the plan sanctioned by the Rajpur Sonarpur Municipality vide sanction **Plan No. SWS-OBPAS/2207/2024/0783** dated **09.05.2024** and also including all revisions, modifications alterations and additions thereof as may be obtained by the Promoter from time to time, subject to compliance of the Act.

(d) “**other exigencies**” shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipments in the market.

(e) “**scheduled date**” shall mean the date of completion of the project as per the registration to be granted by the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.

(f) “**Maintenance in-charge**” shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;

(g) “**Common Purposes**” shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

(h) Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

(i) Number: words importing singular number shall according to the context mean and construe the plural number and vice versa.

2. All payments shall be paid at the office of the said Promoter Sugam Serenity LLP against proper receipt being granted by it or any person authorized by it in writing. The Promoter shall receive the entire consideration amount from the Allottees for the sale of all Villas / Constructed spaces/ car parking spaces etc. without any objection, claim or dispute of the Owners .

3. The Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

#### **4. EXTRAS & DEPOSITS (“Extras & Deposits”):**

4.1. Extras: The Allottee shall in addition to the Total Price, also pay to the Promoter the following non refundable amounts

4.1.1 all applicable statutory outgoings and expenses including all charges and costs for any alterations in the Designated Villa or any other extra facilities/specifications etc. which the Promoter may at a later date decide to provide which are presently not taken into consideration.

4.1.2 Additional cost of Amenities per unit to be paid by the Allottees on or before taking of possession of Villa.

4.1.3 Charges for legal documentation being the lumpsum amount of **Rs. \_\_\_\_\_/-** out of which 50% shall be paid simultaneously with the execution of the Agreement for sale and the balance on or before the date of conveyance.

4.1.4 For WBSEDCL line expenses up L.T. Line, Cables, cost including surcharges and contractor charges a lump sum amount of **Rs. \_\_\_\_\_/-**.

4.1.5 For Generator provision (stand by) for the Villas \_\_\_\_\_ watts Rs. \_\_\_\_\_/-

4.1.6 Window grills are mandatory at extra cost and such costs are to be paid at the time of the roof slab casting.

4.1.7 One-time Club membership Charges amounting to **Rs.**\_\_\_\_\_-/-

4.1.8 The Allottees will have to pay the security deposit and the expenses as may be required by WBSEDCL for individual meter in the Designated Villa directly with WBSEDCL and the proportionate share of the deposits and expenses payable to WBSEDCL for the Project.

4.1.9 Charges for stamp fees, registration charges and incidental expenses as may be necessary for the registration of the transfer documents as may be determined and advised by the Advocates to be determined by Promoter before giving the possession.

4.1.10 Goods and Services Tax (GST) (at prevailing rates).

4.1.11 The cost and fees in relation to formation of association – \_\_\_\_\_ -

4.1.12 House Tax/Mutation fees/ GST and other taxes and duties etc., or other statutory liabilities as would be applicable and charged by the Promoter

4.2. Deposits: The Allottee shall also pay and deposit and keep deposited with the Promoter the following amounts on several accounts to be held by the Promoter until its transfer in terms hereof.

4.3. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit a sum of **Rs.**\_\_\_\_\_-/- equivalent to 18 months maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Villa for eighteen months within 15 days from notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-eighteenth of such advance maintenance deposit. The maintenance deposit is subject to review and escalation as per the exigencies of the situation.

4.4. The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

4.4.1 Municipal Tax deposit (as per the prevailing rates) for 18 months period (interest free)

4.4.2 The Allottee shall pay the Promoter a non-refundable sum calculated @ Rs. \_\_\_\_\_/- per sft on the unit are for sinking fund amounting to **Rs.**\_\_\_\_\_-/-

(i) Sinking Fund: All Allottees of Units shall contribute proportionately to the amount of the sinking fund / reserve fund.

(ii) The sinking fund shall be kept in a separate account and the amount shall be invested in the fixed deposits of a Schedule Bank or any 'AAA' rated corporate entity.

(iii) The amount of the sinking fund is to be used for the capital repairs/ expenses and not for the day to day maintenance purposes.

(iv) The amount of the sinking fund will be augmented by the interest income earned thereon.

(v) The sinking fund (i.e, the balance thereof) shall be handed over by the Promoter to the Association at the time of the handover of the maintenance and the day to day management of the Project.

(vi) The Association shall hold the sinking fund in trust for the Allottees of the Units in the Project.

4.5. In case the Allottee commits any delay or default in payment of any amount on account of Extras or Deposits within the stipulated dates, the Allottee shall without prejudice to the other right or remedies of the Promoter against the Allottee hereunder, pay interest at the bank rate plus 2 percent per annum on the amount in question for the period of delay or default. The Promoter shall have the right to adjust from any further payments made by the Allottee firstly the accrued interest payable by the Allottee. The Promoter shall have discretion to waive and/or reduce the interest and this will neither entitle other Villa buyers to claim such waiver/reduction as a precedent/practice nor relieve the Allottees of the breach of this agreement and consequential exercise of the rights of the Promoter in case of breach of this agreement by the Allottees.

5. **MAINTENANCE CHARGES:** The Promoter and the Allottees have agreed that from 15 days from the date of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement the Allottees shall be liable and agrees to :

5.1. To regularly and punctually make payment of the proportionate share of the maintenance charges.

5.2. To regularly and punctually make payment of the proportionate share of the rates, taxes and other outgoings (hereinafter referred to as the RATES & TAXES)

5.3. Until formation of the Association for the Project the Allottees shall be liable and agree to make payment of the proportionate share of the maintenance charges as well as the proportionate share of Rates and Taxes to the Promoter without any abatement or adjustment for any reason whatsoever and the Allottees agree not to withhold payment of the same on any account whatsoever.

5.4. After formation of the said Association the Allottees shall be liable and agrees to make payment of the said maintenance charges and also the rates and taxes to the Association as the case may be.

5.5. For the purpose of payment of the maintenance charges the Allottees at or before taking over possession of the Designated Villa shall pay to the Promoter a sum of Rs. \_\_\_\_\_ per sq. ft. per month (plus GST as applicable) for 18 months as deposit as and by way of advance against the monthly maintenance charges (hereinafter referred to as the ADVANCE AMOUNT) which amount shall be retained by the Promoter, free of interest, and shall be used by the Promoter for the maintenance of the Project for 18 months from the date of completion PROVIDED HOWEVER that there shall be no breach of any terms and conditions on the part of the Allottees to be performed and observed. Such deposit of 18 months @ Rs. \_\_\_\_\_ per sq. ft. \_\_\_\_\_ per month (plus GST as applicable) is as per the present estimates and such amount is to be paid @ Rs. \_\_\_\_\_ per sq. ft. per month (plus GST as applicable) as per the said estimates and is subject to escalation and variation. In case the costs shall be in excess of the estimated rates, the Allottees shall pay at the increased rate as may be fixed by the Promoter/ Association.

5.6. The unsold Villas at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 18 months from the date of the Completion Certificate

5.7.1 The cost of management, repair, replacement, maintenance and upkeep including Annual Maintenance Contracts of the Multi-level Mechanical Parking System shall be part of the Common Expenses.

6. The Allottees understand and acknowledge that the said Land is free of any encumbrance or liability. The Allottees agree and undertake that he/she/they shall not create any encumbrances over the said Land/ units till such time an NOC in writing is received from the Promoter.

7. Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

8. The Owners/Promoter would convey proportionate undivided indivisible share in the Land and/or the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.

9. The ownership and enjoyment of the Designated Villa by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in **SCHEDULE E-1** hereto.

10. This agreement is personal and the Allottees shall not be entitled to transfer, let out, mortgage, grant, lease or to enter any kind of other agreement in respect of the Designated Villa without the consent in writing of the Promoter and also until such time the full amount of due consideration has been paid to the Promoter and until the Allottees paying and depositing all amounts and securities and contribution to funds and performing and observing all the other terms and conditions herein contained and on the part of the Allottees to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount and the registration of the conveyance deed the Allottees shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the Designated Villa for which no further consent of the Promoter shall be required. (Save that in such case the Allottees would be required to obtain a no objection certificate from the Association).

10.1. However, if the Allottees shall desire to transfer or assign or nominate any person prior to the execution of the Deed of Conveyance the Allottees shall be entitled to do so only with the written consent of the Promoter after a **Period of 12 Months from Date of Allotment** of the Unit and only upon payment of the dues of the Promoter towards consideration if any, and upon payment of the nomination fee being a sum equal to 2% of the Total Price against the Designated Villa to the Promoter and a similar fee shall be payable for every successive nomination till the execution of the conveyance.

10.2. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in clause 10.1 herein above in respect of the Designated Villa paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment.

## 11. **AREA CALCULATION:**

11.1. **Carpet Area of Unit:** The carpet area for the Designated Villa or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services

shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit/Designated Villa.

11.2. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Villa is undivided \_\_\_\_\_ Square feet more or less.

11.3. **Built-up Area:** The built-up area for the Designated Villa or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony being \_\_\_\_\_ Square feet for the Designated Villa.

11.4. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Designated Villa, if granted to the Allottee.

11.5. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.(Super Built up)

12. The Promoter have taken loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Villa shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

13. For the purpose of facilitating the timely payment of the Total Price and other amounts in respect of the Designated Villa in the said Building the Allottees shall be entitled to apply for and obtain financial assistance from a bank financial institution and the Allottees shall be entitled to obtain such financial assistance for which the Promoter shall not be liable or responsible.

14. The units shall have the facility of an adjoining open area which may be used as a private green area/sitting area for the exclusive use and enjoyment of the units (if specifically provided by the promoter hereunder).

15. Unless changed by the Promoter, M/s. Shelter having its place of business at Unit No. 609/610, Sixth Floor, Active Business Park , 54/10 D C Dey Road, Kolkata 700015 shall be the Architect for the Project.

16. The name of the Project shall be “**SUGAM VILLA 18**” and cannot be changed.

17. The Allottees shall not be entitled to set up any oral agreement regarding the payment of the consideration amount and/or performance, and observance of the Allottees’ obligations and responsibilities hereunder.

18. The car parking space attached to the Designated Villa is covered on the Villa ground floor. However a small portion thereof is open to sky and thus it is sanctioned as such.

**SCHEDULE B -FLOOR PLAN OF THE VILLA**

### **SCHEDULE C -PAYMENT PLAN**

The Consolidated Price shall be paid by the Allottee to the Promoter /Owners in installments as follows:

|                                                                                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>10%</b> of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 15 days from the date of application less amount paid on application |  |
| <b>10%</b> on Signing of agreement within 30 days of application and GST as applicable                                                                                                                                                             |  |
| <b>10%</b> on Completion of the <b>Foundation</b> of the specific Villa and GST as applicable.                                                                                                                                                     |  |
| <b>10%</b> immediately on completion of <b>Ground</b> floor casting (for the said Villa) and GST as applicable.                                                                                                                                    |  |
| <b>10%</b> immediately on completion of <b>1<sup>st</sup></b> floor slab casting (for the said Villa) and GST as applicable.                                                                                                                       |  |
| <b>10%</b> immediately on completion of <b>2<sup>nd</sup></b> floor slab casting (for the said Villa) and GST as applicable.                                                                                                                       |  |
| <b>10%</b> immediately on completion of <b>roof</b> casting (for the said Villa) and GST as applicable.                                                                                                                                            |  |
| <b>10%</b> immediately on completion of <b>Brickwork/Walls</b> of the booked Villa and GST as applicable.                                                                                                                                          |  |
| <b>10%</b> immediately on completion of <b>Flooring</b> of the booked Villa and GST as applicable.                                                                                                                                                 |  |
| <b>10%</b> on or before possession and GST as applicable                                                                                                                                                                                           |  |

\*\* TDS @ 1% will be applicable (As per applicable Law)

\*\* GST on Consolidated Price will be applicable (As per applicable Law)

\*\*\* GST on Extras and Deposits will be applicable (As per applicable Law)

### **SCHEDULE D**

#### **SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA)**

|                        |   |                                                                                                                                                                                                                                                |
|------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Super Structure</b> | : | RCC Frames Structure                                                                                                                                                                                                                           |
| <b>Walls</b>           | : | Plaster of Paris/Putty/Gypsum finish on wall surface                                                                                                                                                                                           |
| <b>Flooring</b>        | : | Vitrified/Rectified tiles in the bed rooms, living/dining room.                                                                                                                                                                                |
| <b>Kitchen</b>         | : | Marble/Granite counter top. Stainless steel sink. Glazed tiles up to 2 feet above the kitchen counter.<br>Flooring : Ceramic Tiles. Exhaust Point.                                                                                             |
| <b>Toilet</b>          | : | Flooring : Antiskid Ceramic Tiles. Glazed tiles up to door height.<br><br>Exhaust Point.                                                                                                                                                       |
| <b>Doors</b>           | : | Main Doors:- Wooden Panel doors (polished).<br><br>Bedroom Doors:- Flush Doors (laminated) wooden door frames.<br><br>Toilet Doors :- Flush Doors (laminated). Wooden door frames.                                                             |
| <b>Windows</b>         | : | Aluminium windows with clear glass Glazing; MS Grills (at extra cost).                                                                                                                                                                         |
| <b>Sanitary ware</b>   | : | White glazed sanitary ware; Chromium plated fittings                                                                                                                                                                                           |
| <b>Electricals</b>     | : | Concealed copper wiring; Cable TV points in the living room; Power point in the Kitchen. AC Point in all the Bedrooms & the Living / Dining room, Geyser point in all toilets, Exhaust provision in kitchen. Modular switches of reputed make. |
| <b>Generator</b>       | : | Provision for standby supply power in every Villa (at extra cost.)<br><br>(2 KW).                                                                                                                                                              |

### **SCHEDULE E**

#### **SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

##### **PART –I (Common for the entire Complex)**

- i. Children's play area
- ii. Landscaped garden
- iii. Generator
- iv. CCTV system/ 24 hours security
- v. Common passage of the Villas and its entrance (except the areas designated as parking by Promoter).
- vi. Water Filtration plant
- vii. Underground water reservoir
- viii. Drains, sewers, pipelines
- ix. Sewage Treatment Plant
- x. Driveways and pathways

- xi. Common Toilet on the ground floor
- xii. Boundary walls and main gates
- xiii. Fire fighting system

## **PART II Recreation Centre Facilities**

- i. Air conditioned Community Hall (multi purpose)
- ii. Library
- iii. Indoor games with Table Tennis
- iv. Gymnasium
- v. Swimming Pool

### **1.3 Specifications of the Project :-**

- Super Structure** : RCC Frames Structure
- Walls** : Gypsum/ Plaster of Paris (POP)/ Putty finish on plaster surface.
- : Exterior-Weather Proof Paint with Decorative / Texture Finish.

### **1.4 Recreation Centre/Club:**

A Recreation Centre/ Club shall be constructed and provided at said Land (hereinafter referred to as “the **Recreation Centre/Club**” which expression shall include any modifications or alterations of all or any such facility). The said Recreation Centre/Club will be for the benefit and common use of the Allottees of the Units/ Constructed spaces/ saleable areas in the Project to be constructed by the Promoter at the said Land. The Club / Recreation Centre shall be maintained and managed by the Promoter and after handover to the Association shall be maintained and managed by the Association. The details of the Recreation Centre/Club facilities are as follows:-

- i. Air conditioned Community Hall (Multipurpose)
- ii. Library
- iii. Indoor games with Table Tennis
- iv. Gymnasium
- v. Swimming Pool

**1.3** All Allottees of the units/ constructed spaces/ saleable areas at the said Project will become members of the Club/Recreation Centre and the rules thereof shall be framed by the Promoter.

**1.4** The payment of the monthly subscription charges for the Club/ Recreation Centre shall be compulsory irrespective of the Allottees using the Club/Recreation Centre facilities or not. The monthly subscription charges and the user charges of the Club/Recreation Centre shall be determined by the Promoter and after handover by the Association and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation.

**1.5** The Club/ Recreation centre will be under the Supervision and Management of the Promoter and upon Association taking over the Management of the Project the Association shall take over and will supervise and manage the Club/ Recreation Centre.

**SCHEDULE E1****(HOUSE RULES)**

**HOUSE RULES:** The Allottee/Unit Holder binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. TO CO-OPERATE with other co-owners and the Promoter in the management and maintenance of the said Project.
2. To OBSERVE the rules framed from time to time by the Promoter and upon formation by the Association for quiet and peaceful enjoyment of the Designated Villa, and the Project as a decent Project without causing/creating any annoyance to any person whomsoever.
3. To allow the Promoter:
  - 3.1. To continue to carry on the development and construction and completing the construction of the Project including the said Villa of the Allottees and also the other Villas in the Project.
  - 3.2. To enter into the Designated Villa with or without workmen after prior notice of 24 hours (except in an emergency situation) for the purpose of maintenance and repairs and inspection and for serving any notice.
4. TO PAY and bear the common expenses and other outgoings and expenses from the date of taking possession/ or within 15 days of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement (whichever is earlier) and also the rates and taxes for and/or in respect of the said Project including those mentioned in the Schedule E-2 hereunder written, proportionately for the project and/or common parts/portions and the Project and wholly for the Designated Villa and/or to make further payment of the amounts on account thereof in the manner stated in this agreement to the Promoter and upon formation of the Association (which may be an association) to make such deposits with the said Association and such amount shall be deemed to be due and payable simultaneously with the expiry of the time period mentioned in the such written intimation the Promoter as per Para 7.2 of the Agreement or from the date of taking actual possession (which ever is earlier).
5. TO DEPOSIT the interest free amount required to be deposited with the Promoter and upon its formation with the Association as the case may be towards the liability for the rates and taxes and other outgoings.
6. NOT TO sub-divide the Designated Villa and/or the car parking space or any portion thereof, nor make any construction on the car parking space nor use the same for storage purposes. Not to park any two wheeler in addition to the motor car parked in the car parking space.
7. NOT TO do any act deed or thing or obstruct the construction and completion of the said Project in any manner whatsoever.
8. NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said project and common parts/portions and/or the compound thereof and also in the areas of the Project except in the space provided for placing garbage in the said Project.
9. NOT TO store or bring and allow to be stored and brought in the Designated Villa any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the

Villas or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

**10.** NO TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger the Villas or any part thereof.

**11.** NOT TO fix or install air conditioners in the Designated Villa save and except at the place which have been specified in the Designated Villa for such installation.

**12.** NOT TO do or cause to be done in or around the Designated Villa which may cause or tend to cause or amount to cause or affect any damage to any flooring or ceiling of the Designated Villa or in the areas adjacent to the Designated Villa and not in any manner to interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

**13.** NOT TO damage or demolish or cause to be damaged or demolished the Designated Villa or any part thereof or the fittings and fixtures affixed thereto.

**14.** NOT TO close or permit the closing of verandahs or balconies, or doors/windows or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, roof or any external wall or the fences of external doors and windows including grills of the Designated Villa which in the opinion of the Promoter and/or the Association differs or deviates from the colour scheme of the Villas or which in the opinion of the Promoter may effect the elevation in respect of the exterior walls of the said Project.

**15.** NOT TO install grills and railings the designs of which have not been pre-approved by the Architect. The Promoter/Association shall be entitled and will have the right to pull down any such unauthorized grills and railing at the cost of the Allottees. The Allottees will not be allowed to change the elevation of the balcony and the roof and the exterior or interior of the Villa and the colour on the balcony walls and the colour of the exterior and interior of the Villa.

**16.** NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Designated Villa or any part of the said Project or cause increased premium to be payable in respect thereof.

**17.** NOT TO make in the Designated Villa any structural addition and/or alteration of beams, columns, partition walls etc. or remove or place any wall or make any kind of alteration or improvement of a permanent nature except with the prior approval in writing of the Promoter/Association and also the concerned authority.

**17.1** NOT To make any structure or put any shed or cover of any kind above the ultimate roof of the Designated Villa or any part thereof.

**18.** NOT TO fix or install any window antenna or open any other window in the Designated Villa and on the roof or terrace of the said Designated Villa. The Allottees shall be entitled to avail of the cable TV connection in the Designated Villa only from the pre-approved agency / agencies as may be appointed by the Promoter. The Allottees cannot install any unauthorized cable wiring to the Designated Villa.

**19.** NOT TO use the Designated Villa or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said project or to the owners and occupiers of the

neighbouring Villas or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or as a place for common discourse or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction, grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space. The Allottees is also not allowed to put any signboard or Glow sign outside the unit.

**20.** NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of the Allottees own car.

**21.** NOT TO park the car or two wheeler on the pathway or open spaces of the Project or at any other place in the Project except the space allotted to the Allottee and shall use the pathways only for the purpose of ingress and egress.

**22.** TO ABIDE by such rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the rules and regulations as may be made applicable by such Association.

**23.** TO ABIDE by such rules and regulations regarding the CLUB / RECREATION CENTRE as shall be framed or made applicable from time to time by the Promoter. To pay the monthly membership fee and the user charges as may be applicable for the club / Recreation Centre.

**24.** NOT TO bring any animals in the Project (except pets) and not to make any animal sacrifice in the Project.

**25.** NOT TO alienate sell, transfer or lease out the car parking space in isolation and without effecting the sale, transfer or letting out of the Designated Villa together with the car parking space.

**26.** To allow and permit the Promoter the following rights and authorities:-

(i) The Promoter exclusively reserves the right to place hoardings, banners, neon signs and advertisements on the terrace of the said Club Building at the said Land.

**27.** Simultaneously with the expiry of the time period mentioned in the such written intimation the Promoter as per Para 7.2 of the Agreement the Allottees shall be liable and has agreed to regularly and punctually make payment of the proportionate share of municipal rates, taxes , maintenance charges, Club/ recreation centre membership and user charges and all necessary outgoings payable in respect of the Designated Villa until the Designated Villa is assessed separately and also the proportionate share of the maintenance charges without raising any objection thereto and in the event of any default the Allottees shall be liable and agree to make payment of interest at the rate prescribed under the Act on the amounts outstanding and if such default shall continue for a period of two months the Promoter without prejudice to their rights and contentions shall be entitled to and the Allottees hereby consent to (i) discontinue supply of electricity, (ii) to discontinue supply of water and (iii) Prevent user of the Club/Recreation Centre by the Allottees and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottees assuring not to make such defaults in future.

**SCHEDULE E-2**  
**COMMON EXPENSES SHALL INCLUDE THE FOLLOWING (“COMMON EXPENSES”):**

1. The costs and expenses of maintaining, repairing, redecoration and renewing etc of the Project the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon the said Project and enjoyed and used by the Allottees in common with the occupiers or serving more than one Villa at the Project.
2. The costs of cleaning and lighting the main entrances, passages, and other common parts of the said Project so enjoyed by the Allottees in common as aforesaid.
3. The costs of painting, repainting, decorating and redecorating the exterior of the said Project.
4. The cost of salaries of the janitors, officers, clerks, bill collectors, liftmen, chowkidars or security men, sweepers, caretakers, electricians, plumbers, health instructor and any other employee as the Promoter/ Association may deem fit.
5. The costs charges and expenses of working and maintenance as well as repairs and replacement of common utilities such as generator, water pumps, water filtration plant, tube well, firefighting equipment, sewage treatment plant, air-conditioners and other equipments etc. as may be installed at the said Project.
6. Municipal tax and other rates, taxes, and outgoings in respect of the common portions.
7. Keeping the driveways in good condition and get the same repaired and when necessary.
8. Premium for the insurance of the said Project against loss or damage by earthquake, riot, strike, malicious damage, civil commotion, flood, fire, storm, cyclone, tempest and such other risks as the Promoter/ Association may deem fit.
9. Such other expenses as are deemed necessary by the Promoter/ Association for the maintenance and upkeep of the said Project and incidental to the holding and ownership of the land and building and the Designated Villa at the said project.
10. Providing and arranging for the disposal of the rubbish/garbage from the receptacles providing by the Promoter/ Association.
11. The fees and disbursements paid to any caretaker, workmen, manager, contractor, agent, security agency as may be appointed by the Promoter/Association in respect of the management, upkeep and maintenance of the said Project.
12. The fees of the qualified accountant for auditing the accounts of the Association.
13. Such amounts as shall be decided and fixed by the Promoter/Association in their absolute discretion for the management, upkeep and administration and other like purposes of the common parts, portions and facilities at the said Project.
14. The expenses to be incurred for the maintenance of the Recreation Centre/Club at the said Project as may be determined by the Promoter/Association. These expenses in relation to shall also include the salary of the manager, swimming pool maintenance staff, librarian, gym instructor, supervisors etc. as

may be necessary from time to time. Other expenses for the Recreation Centre/Club shall include the maintenance of the gym equipments, swimming pool, air conditioners, repainting of the club and the community hall and the other areas and all other expenses that may be incurred in this regard.

15. Complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of said Project including the permissions as may be necessary.

16. Administration and management of the Project and arranging for all necessary meetings to be held for complying with all relevant statutes and its own regulations and employing a suitable firm to deal with such matters if deemed fit by the Promoter/ Association.

17. The said Sinking Fund shall be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the Villas Allottees and shall only be applied as stated in the aforesaid clauses of this agreement.

### **SCHEDULE E-3**

#### **EASEMENT AND QUASI-EASEMENTS RIGHTS FOR THE ALLOTTEES AND CO-OWNERS**

1. The right in common with the other Allottees for the use of common parts for ingress in and egress out.
2. The right of passage in common with other Allottees to get gas, electricity, water connection, telephone connection, cable T.V. connection etc. from and to any other Villa or common parts through pipes, drains, wires, conduits lying or being in under through or over the Designated Villa as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.
3. The right of protection of, from, by and for other parts of the project by all parts at the Designated Villa as far as it be necessary to protect the same.
4. The right of support from the Designated Villa that be enjoyed by the other parts of the Project.
5. The right with or without workmen and with the necessary materials to enter from time to time to the other Villas for the purpose of repairing so far as may be necessary, pipes, drains, wires, and conduits as aforesaid provided always that save in the case of emergency the Allottees shall give a prior forty eight hours written notice to the other co-owners/Vendors/ Association of the intention for such entry as aforesaid.

**MEMO OF CONSIDERATION**

**Received** of and from the within named Allottee/s the within mentioned sum of **Rs.** \_\_\_\_\_  
**(Rupees** \_\_\_\_\_) only being part payment of  
 the Total Price mentioned in **Clause 1.1** per the Payment Plan mentioned in **Schedule C** hereinabove as  
 per below:

| SL.<br>NO. | DATE OF<br>PAYMENT | CHEQUE OR RTGS<br>REFERENCE | AMOUNT | BANK DETAILS |
|------------|--------------------|-----------------------------|--------|--------------|
|            |                    |                             |        |              |
|            |                    |                             |        |              |

**Witness:**

1.

**For Sugam Serenity LLP**

**Partner**

2.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY AND BETWEEN

SUGAM GRIHA NIRMAAN LIMITED & OTHERS

(OWNERS)

SUGAM SERENITY LLP

(PROMOTER)

AND

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(ALLOTEES)

AGREEMENT FOR SALE

VILLA NO. \_\_\_\_\_ AT SUGAM VILLA 18,  
PREMISES NO. 709 KUSUMBA,  
P.O. & P.S. NARENDRAPUR,  
KOLKATA – 700103