

-:: AGREEMENT FOR SALE :-

THIS AGREEMENT FOR SALE is made this the ____ Day of _____, 2025.

BETWEEN

"THE SUN ROLLING MILLS PRIVATE LIMITED (PAN: AABCT2647N)", A Private Limited Company, Incorporated under the Companies Act, 1956/ 2013 having its registered office at P-2, New C.I.T. Road (Second Floor), Room No. 211, P.O.- Chittaranjan Avenue, P.S.- Bowbazar, Kolkata- 700073, being represented by its Directors (1) SRI GAUTAM KHANNA (PAN: AFQPK4686R), (Aadhar No. 8701 9038 4403), Son of Raman Kumar Khanna, by faith- Hindu, by occupation- Business, nationality- Indian, residing at BC-50, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar, District- North 24 Parganas, West Bengal - 700091,

(2) SRI YOGESH KHANNA (PAN: AFQPK4684P), (Aadhar No. 6937 5790 4933), Son of Rajeev Kumar Khanna, by faith- Hindu, by occupation- Business, Nationality- Indian, residing at BF 243, Baisakhi Island, Salt Lake, Sector-I, P.O. & P.S.- Bidhannagar, District-

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North 24 Parganas, West Bengal - 700064, hereinafter referred to as the **OWNERS** (Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor successors-in-office, representatives and assigns) of the party of the **FIRST PART**.

- AND -

BIJAYLAXMI GRIHA NIRMAAN PRIVATE LIMITED (PAN: AALCB9822F), (D.O.B. 04/10/2023), A Private Limited Company, Incorporated under the Companies Act, 1956/ 2013, having its office at 2, Satya Narayan Temple Road, P.O.- Salkia, P.S.- M.P. Ghora, District- Howrah - 711106, West Bengal, being represented by one of its directors **Mr. ROHIT KUMAR GUPTA (PAN: AQXPG1322L), (D.O.B.22/02/1988), (Aadhar No. 6803 6579 6812)**, Son of Late Ajay Kumar Gupta, by faith- Hindu, by occupation- Business, nationality- Indian, residing at 120, Sri Arabinda Road, P.O.- Salkia, P.S.- Golabari, District- Howrah - 711106, West Bengal, hereinafter referred to as the **DEVELOPER/ CONFIRMING PARTY** (Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor successors-in-office, representatives and assigns) of the party of the **SECOND PART**.

AND

SRI (PAN: and Aadhaar No.), Son of Sri/Smt., by faith- Hindu, by occupation- Business, nationality- Indian, residing at, P.O.-, P.S.-, District- -, West Bengal, hereinafter referred to as the **ALLOTTEE/ ALLOTTEES** (Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their successor successors-in-office, representatives and assigns) of the party of the **THIRD PARTY**.

WHEREAS the Sun Rolling Mills Limited was the owner and occupier in respect of **ALL THAT** piece and parcel of Mokorari Mourasi Bastu land measuring about more or less **04 (Four) Bigha 12 (Twelve) Katha** a little more or less with structures standing therein with all right, title, interest together with all rights of easements and privileges comprised in Holding No. 23, Duffers Street (Previously- 8/1) corresponding to Mouza- Malipanchghora, J.L. No. 17, R.S. Dag No. 566, 567, 568 and 569, P.O.- Liluah, P.S.- Bally now Belur, District- Howrah - 711202 by virtue of One Registered Deed of Conveyance

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which was registered in the office of the Sub Registrar at Howrah and recorded as Book No. I, Volume No. 28, Pages from 240 to 247, Being No. 1500 for the year 1956 dated 16/03/1956 for a valuable consideration as mentioned in the said Deed of Conveyance from Satya Narayan Prasad, rameswar Prasad, Parameswar Prasad, Narsingh Prasad and Shew Prasad Jaiswal and enjoying the same without interference of anybody else.

AND WHEREAS said the Sun Rolling Mills Private Limited while in possession of the said property sale out a part or portion of the said property and retained **ALL THAT** piece and parcel of Mokorari Mourasi Bastu land measuring about more or less **02 (Two) Bigha 10 (Ten) Katha** Mokorari Mourasi Bastu Land with all right, title, interest together with all rights of easements and privileges with structure standing thereon comprised in Holding No. 23, Duffers Street, P.O.- Liluah, P.S.- Belur, District- Howrah - 711202, thereafter got its name mutated and recorded in records of Bally Municipality and also before the office of B.L. & L.R.O. Bally Jagacha and the concerned authority mutated its name and was allotted L.R. Khatian No. 218 and L.R. Dag No. 344, Mouza- Malipanchghora, District- Howrah.

AND WHEREAS the Sun Rolling Mills Private Limited in the manner became the absolute owner and occupier in respect of **ALL THAT** piece and parcel of Mokorari Mourasi Bastu Land, measuring about more or less 02 (Two) Bigha 10 (Ten) Katha a little more or less together with structure standing thereon comprised in holding No. 23, Agrasain Street (previously 23, Duffer Street) corresponding to R.S. Dag No. 566, 567, 568 and 569, now L.R. Dag No. 344, L.R. Khatian No. 218, Mouza- Malipanchghora, J.L. No. 17, P.O.- Liluah, P.S.- Belur, Ward No. 26 of Bally Municipality and now Ward No. of H.M.C. District- Howrah - 711204, hereinafter referred to as the said property which is more fully and particularly described in the Schedule "A" property hereunder written.

AND WHEREAS said the Sun Rolling Mills Private Limited while in possession of the Schedule "A" below property made an application before the office of B.L. & L.R.O. Bally- Jagacha for conversion of the aforesaid property from Karkhana to commercial use being application No. **REVE2023050301216** dated 17/01/2023.

AND WHEREAS after recovering the aforesaid application **THE GOVERN OF THE STATE OF WEST BENGAL** represented by ADM (LR) & DL & LRO Howrah on been

satisfied that the LAND SCHEDULE measuring about .8720 acre of land hereunder written being convertet from Karkhana land to Bastu land on freehold basis as a raiyat for the purpose of housing project (Residencial: commercial = 80:20) and therefor the State Government in land reforms and refugee relief and rehabilitation deportment have decided to execute deed of conveyance of the said plots of land for the purposes mentioned above so as to confirm absolute right title and interest of passion in the land morefully and particularly described under the heading land schedule hereunder in to and in favor of the Sun Rolling Mills Private Limited.

***AND WHEREAS** in order to secure more profit on the said property the owner/ First Party herein is desirous to construct a new multi storied building/ complex upon the said property but due to lack of experience the First party herein was in search of well experience Developer who will construct the multistoried building on the Schedule "A" below property at their own cost and expenses.*

***AND WHEREAS** the developer herein being an experience and financially capable developer approached the owners to enter into one Development Agreement and Development Power of Attorney in the terms and conditions as stated therein in the manner that the owner will get the 45% of the sanction area along with all amenities and facilities the building and the developer will get the 55% of the sanction area of building the sanction building plan area along with all amenities and facilities and the said Development Agreement and Development Power of Attorney was registered in the office of the A.D.S.R. Howrah and recorded as Book No. I, Volume No. 0502-2024, pages from 180464 to 180497, being No. 050205880 for the year 2024 and Book No. I, Volume No. 0502-2024, being No. 050205882 for the year 2024 with regard to the Schedule "A" below property by way of construction of multistoried building with project estimation of total constructed area about Sq. ft. and Sq. ft. upon the said Schedule "A" below property.*

***AND WHEREAS** the Developer applied before the Real Estate Regulatory Authority with regard to application for registration of project (Form- "A"), Declaration Supported by an Affidavit (Form-B) Registration Certificate of the project (Form- C) Application for registration of Real Estate Agent Form- G and Form- H, Form- J and others form area*

applied before the Real Estate Regulatory Authority for obtaining the all necessary certificate.

AND WHEREAS after getting the necessary certificate the Developer will deposit the proposed Phase-I and Phase-2 proposed multistoried building plan before the authority and enter into one Agreement for Sale.

AND WHEREAS

A. The Sun Rolling Mills Pvt. Ltd. ("Owner") is the absolute and lawful owner of **ALL THAT** piece and parcel of Mokorari Mourasi Bastu land measuring about more or less **02 (Two) Bigha 10 (Ten) Katha** a little more or less with structures standing therein with all right, title, interest together with all rights of easements and privileges comprised in Holding No. 23, Duffers Street (Previously- 8/1) corresponding to Mouza- Malipanchghora, J.L. No. 17, R.S. Dag No. 566, 567, 568 and 569, P.O.- Liluah, P.S.- Bally now Belur, District- Howrah - 711202 by virtue of One Registered Deed of Conveyance which was registered in the office of the Sub Registrar at Howrah and recorded as Book No. I, Volume No. 28, Pages from 240 to 247, Being No. 1500 for the year 1956 dated 16/03/1956 for a valuable consideration as mentioned in the said Deed of Conveyance from Satya Narayan Prasad, Rameswar Prasad, Parameswar Prasad, Narsingh Prasad and Shew Prasad Jaiswal.

B. The owner and the promoter have entered into a (collaboration / Development/ Joint Development) agreement dated _____day _____2024 registered at the office of the Additional District Sub register at Howrah and recorded as Book no-1, Volume – no. 0502-2024 pages from 180464 to 180497. Being no. 050205880 of the year 2024

C. The said Land is earmarked for the purpose of building a (commercial/ residential/ any other purpose) project, comprising Phase- I and Phase- II Multi storied apartment buildings and Complex and the said project shall be known as "GUPTA'S SUNSINE TOWER" comprised at premises No. 23, Agrasain Street, P.O.- Liluah, P.S.- Belur, District- Howrah - 711202. Provided that where land is earmarked for any institutional development the same shall be use for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the

competent authority.

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

E. The Real Estate Regulatory Authority has granted the commencement certificate to develop the project vide approval dated bearing No.

F. The promoter has obtained the final layout plan approvals for the project from Real Estate Regulatory Authority. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the act and other laws as applicable.

G. The promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at No. on under registration.

H. The Allottee had applied for an apartment in the project vide application No. dated and has been allotted apartment No. having carpet area of Square feet, type on floor in No. Along with garage/ closed parking No. admeasuring Square feet in the as permissible under the applicable law and of pro rata share in the common areas ("Common areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred) to as the "Apartment" more particularly described in Schedule "A" and the floor plan of the apartment is annexed hereto and marked as Schedule "B".

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

J. _____

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

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

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to Purchase the and the garage/ closed parking as specified in Paragraph G.

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

1. TERMS :

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 Apartment as specified in Paragraph H. The total price for the Apartment based on the Carpet area is Rs./-(Rupees) Only (“Total Price”) (Give break up and description)

<i>Block/Building /Tower No.</i>	<i>Rate of Apartment per Square feet</i>
<i>Apartment No.</i>	
<i>Type</i>	
<i>Floor</i>	

Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

<i>Garage/Closed Parking- 1</i>	<i>Price for 1</i>
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<i>Garage/Closed Parking- 1</i>	<i>Price for 2</i>

Explanation:

(i) The Total Price above includes the booking amount pad by the Allottee to the promoter towards the Apartment.

(ii) The Total Price above includes taxes consisting of tax paid or payable by the promoter by way value added tax, service tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter up to the date of handing over the possession of the Apartment.

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

(iii) The promoter shall periodically intimate to the Allottee , the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the promoter shall provide to the Allottee the details of the taxes paid or demanded along with acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes:1 pro rata share in the Common Areas; and 2_____garage(s)/ closed parking(s) as provided in the agreement.

The Total Price is escalation-fee, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which maybe levied or imposed by the competent authority from time to time. The promoter under tax 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.

*The Allottee (s) shall make the payment as the payment plan set out in **Schedule C***

(“payment plan”).

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

It is agreed that the promoter shall not make any additions and alterations in the sectioned plans, layout plans and specifications and the nature of the fixtures fittings and amenities described therein respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee . Provided that the promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the act.

[Applicable in case of Apartment] The promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the charges, if any, in the carpet area the total price payable for the carpet shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit than promoter shall refund the access money paid by the Allottee within 45 days with annul interest@ specified in the rules from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee the promoter shall demand that from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this agreement.

Subject to clause 9.3 the promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned bellow.

(i) The Allottee shall have exclusive ownership of the [Apartment].

(ii) The Allottee shall also have undivided proportionate share in the common area, 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. Further

the right of the Allottee to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable it is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, constructions of not only the Apartment but also the common areas, internal development charges, external development charges taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc and include cost of providing all other facilities as provided within the project.

It is made clear by the promoter and the Allottee agrees that the Apartment along with _____garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and / or linked/ combined with any other project in its vicinity or other wise accept for the purpose of integration or infrastructure for the benefit of the Allottee . It clarified that projects facilities and amenities shall be available only for use and enjoyment of the Allottees of the project

It is understood by the Allottee that all other areas and i.e. areas and facilities following outside of the project namely _____ shall not form a part of the declaration to be filled with the competent authority in accordance with the West Bengal Apartment Ownership Act 1972.

The promoter agrees to pay all out goings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of out going (including Land Cost, Ground Rent, Municipal & other Local taxes, Charges for water and electricity, Maintenance charges, including mortgage loan and interest on mortgage or other income encumbrances and such other liabilities payable to competent authorities, banks and financial institution which are related to the project. If the promoter fails to pay all or any of the out going collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the promoter agree to be liable even after the transfer the property, to pay such out going and

penal charges, if any , to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs. _____(Rupees _____ only) as booking amount being part payment towards the total price of the apartment 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 apartment has prescribe in the payment plan as may be demanded by the promoter within the time in the manner specified therein:

Provided that the Allottee delays in payment towards any amount of which is payable, he shall be liable to pay interest @rate of specified in the RULES

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of payable at

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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 and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with its obligations under this Agreement. Any refund transferred of security if provided in terms of the agreement shall be made in accordance with the provisions of Foreign exchange Management Act 1999 or statutory enactments or amendments thereof and the

Rules and Regulation of the RESERVE BANK OF INDIA or any applicable law. The Allottee understand and agrees that in the event of any failure or his / her part to comply with applicable guidelines issue by the RESERVE BANK OF INDIA he/she shall be liable Foreign Exchange under Management Act 1999 or other laws as applicable as amended from time to time.

The promoter accepts no responsible in this regard. The Allottee keep the promoter fully indemnified and harmless in this regard whenever there is any exchange in the residential status of the Allottee subsequent to the signing of the agreement, it shall be sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with the necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any Third party making payment/remittances on behalf of any Allottee s and such third shall not have any right in the application/allotment of the same Apartment applied for herein in any way and the promoter shall and issuing the payment receipts in favour of the Allottee

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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the specifications of the [Apartment/Plot and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the law in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the act and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT:

Schedule for possession of the said [Apartment/ Plot]: the promoter agrees and understands that timely delivery of possession of the [Apartment/ Plot] is the essence of the Agreement. The promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/ Plot] on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If however, the completion of the project is delayed due to the force majeure conditions then the Allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ Plot], 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. After refund of the money paid by the Allottee, 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.

- (i) **Procedure for taking possession-** *The promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot], to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/ Plot] to the Allottee. 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 agree (s) to pay the maintenance charges as determined by Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the Possession of Apartment: Upon receiving a written intimation occupancy certificate of the Project. Failure of Allottee to take of the [Apartment/Plot] from the Promoter by executing necessary from the Promoter as per clause 7.2, the Allottee shall take possession indemnities undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2. such Allottee shall continue to be liable to pay maintenance charges as applicable.*
- (ii) **Possession by the Allottee -** *After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.*
- (iii) **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 paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.*

- (iv) **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, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force provided that the Allottee shall be search out the land in question from the authority for verification of the title of the owner if the owner dissatisfied with the title of the owner the Allottee can cancel the Agreement but the developer cannot compensate the Allottee anymore.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows :-

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land: the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, [in case there

are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot]:*
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and (Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;*
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;*
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;*
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement,*
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottee.*
- (x) The Schedule "A" below Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule "A" Property.*

- (xi) *The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.*
- (xii) *No notice from the Government or any other local body or other, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project,*
- (xiii) *That the property is not Waqf property.*

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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 (Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;*
- (ii) *Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:*
 - (i) *Stop making further payments 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 penal 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 apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to with-draw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 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 specified in the Rules.*
- (ii) In case of Default by Allottee under the condition listed above from the Promoter in this regard, the Promoter shall cancel the continues for a period beyond consecutive months after notice allotment of the [Apartment/Plot] in favour of the Allottee and re-fund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.*

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate" However incase of the Allottee fails to deposit the stamp duty registration charges and all other incidental and legal expenses etc so demanded within the period and mansion the demand letter the Allottee

authorizes the promoter to with hold resgistration of the conveyance deed in his/her favour till ful and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee . The Allottee shall be solely responsible and liable for compliance of the provisions of Indian stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies)

11.MAINTENANCE OF THE SAID BUILDING / APARTMENT /PROJECT :

- (A) 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 the Allottee. The cost of such maintenance has not been included in the Total Price of the [Apartment/Plot].*
- (B) That the Allottee here in enjoy all facilities and amenities viz exclusive Children Play Area, Community Hall & Gymnasium Lounge & Liberty, Multilabel Car Park & Ground label, Feather Wall & Landscape Alleviated Garden in the first floor small Mandir for spiritual soul completes the picture, Landscape & Water body with the permission of multiple Ghats and seating areas surrounded to it and Senior citizen park and temple and the purpose of the same will pay a sum of rupees as onetime payment to the developer as membership charge as decided by the developer and after the at time of completion and thereafter one monthly mentioned charges for all the amenities to be paid the developer and after handover to the society.*

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 within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, 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.

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] the specific understanding that his/her right to the use of Common Areas determined and thereafter billed by the maintenance agency appointed or the association of Allottee (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 Allottee from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of Allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the [Apartment/Plot] 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the "GUPTA'S SUNSHINE TOWER", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas,

atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized The 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 face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting exterior elevation or design. Further the Allottee shall not store any of the exterior side of the windows or carry out any change in the hazardous or combustible goods in the [Apartment/Plot] or place Building The Allottee shall also not remove any wall, including the any heavy material in the common passages or staircase of the outer and load bearing wall of the [Apartment/Plot] The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee . 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 ALLOTTEE :

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

18.ADDITIONAL CONSTRUCTIONS :

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

19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Building].

20. APARTMENT OWNERSHIP ACT :

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

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 Allottee (s) fails to execute and deliver to the Promoter this concerned Sub-Registrar as and when intimated by the Promoter. If Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the D.S.R.-I/ D.S.R.-II/ A.D.S.R./ registrar of Assurance 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 said apartment/building, as the case may be.

23. RIGHT TO AMEND:

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

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

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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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 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 Allottee.

Failure on the part of the Promoter to enforce at any time of 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 Agreement shall be deemed amended or deleted in so far as there under or under other applicable laws, such provisions of the reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of

execution of this Agreement.

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

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

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 complete 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 2, Styannarayan Temple Road, P.O. Salkia, P.S. M.P. Ghora, District- Howrah – 711106, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

(Example Howrah)

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.

..... **Name of Allottee**

..... **(Allottee Address)**

M/s. BIJAYLAXMI GRIHA NIRMAAN PRIVATE LIMITED, represented by its Director
ROHIT KUMAR GUPTA S/o Late Ajay Kumar Gupta of 120, Sri Arabinda Road, P.O.
Salkia, P.S. Golabari, District Howrah- 711101

It shall be the duty of the Allottee and the promoter to inform each communication and letters posted at the above address shall be other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all 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 Allottee 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 laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

....

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____
(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESS:

1. Signature _____ Name-

Address _____

2. Signature _____ Name-

Address _____

SCHEDULE - "A"

ENTIRE PROJECT OF 2 PHASE BUILDING

ALL THAT piece and parcel of Land measuring about 2 Bigha 10 Katha a little more or less together with 10000 Sq. ft. Tin Shed with other structure standing thereon together with all right, title and interest together with all rights of easements and privileges comprised in holding No. 23, Agrasain Street, P.O.- Liluah, P.S.- Belur, corresponding to

Cont....

Mouza- M.P. Ghora, J.L. No. 17, R.S. Dag No. 566, 567, 568 and 569, Now L.R. Dag No. 344, under L.R. Khatian No. 218, P.O.- Liluah, P.S.- Belur, under Ward No. 26 of Bally Municipality at present under Ward No. of H.M.C. District- Howrah-711202 within the jurisdiction of D.S.R.-I, D.S.R-II, A.D.S.R. at Howrah and ARA-I, ARA-2, ARA-3 and ARA-4 or other competent authority butted and bounded by as hereunder :-

ON THE NORTH : Part of 23, Agrasain Street.

ON THE SOUTH : Parasuram Bazar Street.

ON THE EAST : Part of 23, Agrasain Street.

ON THE WEST : Part of 23, Agrasain Street.

AND WHEREAS the developer (Allottee) will be constructed proposed 2- Phase multistoried building which will be allotted in the manner as hereunder: -

SCHEDULE – “B”

Description of the Apartment/ flat

ALL THAT piece and parcel of Marble Flooring super built- up area of flat No.
On the Floor measuring about Square feet and Carpet area measuring about Square feet consisting of Bed Rooms, Kitchen, bath room and privy, Balcony, One Car Parking Space/ Covered/ Uncovered Garage, Lift with all fixtures and fitting, together with all rights, title, interest together with undivided proportionate share of land together with all rights of easements and privileges, common portion, common facilities and amenities together with overhead water tank to the Apartment, egress and ingress to the Apartment comprised within the Schedule “A” below property comprised in holding No. 23, Agrasain Street, P.O.- Liluah, P.S.- Belur, District- Howrah - 711102, under Ward No. Of Bally Municipality butted and bounded as hereunder :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SPECIFICATION AND MANNER OF COMPLETION OF FLAT

1	STRUCTURE	<i>Foundation: RCC Structure on piles</i> <i>Super Structure: RCC Framed Structure</i> <i>Elevation: Fusion of Ornamental & modern architecture</i> <i>Walls: Red Brick Walls/ Concrete Blocks/ AAC Blocks</i>
2	WALL	<i>External: High Quality Textured Paint.</i> <i>Internal: Putty on Walls & Ceiling.</i> <i>Bathroom: Ceramic Tiles Up to door height.</i> <i>Kitchen: Ceramic Tiles Dado Up to 2ft. Above Platform/ counter.</i>
3	FLOORING	<i>Master Bedroom: High Quality Vitrified Tiles/ Flooring</i> <i>Bedroom: High Quality vitrified Tiles.</i> <i>Living/ Dining: High Quality vitrified Tiles.</i> <i>Kitchen: Anti- Skid Floor Tiles</i> <i>Balcony: High Quality vitrified Tiles.</i> <i>Utility: Anti-Skid Floor Tiles</i> <i>Bathroom: Anti-Skid Floor Tiles</i> <i>Lobby (Floor): High Quality Vitrified Tiles/ Kota Stone/Marble</i> <i>Lobby (Entrance): Italian Marble/Granite/ Vitrified Tiles.</i> <i>Staircase: Kata Stone/Marbles/ Granite</i> <i>Pavement & Driveway: Paver Stones/ Grass Pavers/ Black Stone.</i>
4	FINISHING	<i>Kitchen Counter: Granite Top with stainless steel sink.</i> <i>Bathroom: Hindware/ Parryware/ Roca or equivalent.</i> <i>Sanitary Ware: Jaguar/ Roca/ Grohe or equivalent.</i> <i>Balcony & Staircase Railing: High Quality Stainless Steel/ Iron</i>

		<i>Railing.</i> Bathroom of Master Bedroom: Shower Cubicle with shower panel.
5	DOORS/ WINDOWS	Main Door: Teak Finished Flush Door with both side Laminated with Godrej lock. Internal Door: Flush Door with Lock. Handles/ Locks: Brass/ Stainless Steel. Window: Powder Coated/ Anodized Aluminum Window with Glass.
6	LIGHTING	Compound: Energy Efficient Lighting. Lobby: Energy Efficient Lighting. Staircase: Energy Efficient Lighting.
7	ELECTRICAL	Air Conditioner: 2 Points in Bedroom/ Living/ Dining. Geyser: Point in all Bathrooms. Exhaust Fan: Point in kitchen & Bathroom. Celling Fan: Point in Bedroom. Living/Dining. Wiring: Concealed Capper Wiring with MCB & DB Doorbell Point: At main door. Switches/ Control Devices: Crabtree/ L&T/Havells or equivalent. Telephone: Points in Living & all Bedrooms. Broadband: Points in Living. TV Points: 2 Points Bedroom/ Living.
8	POWER BACK - UP	3 BHK Flat: 1.0 KVA 2 BHK Flat: 1.0 KVA
9	PLUMBING	Kitchen: Provision for Water Filter & Purifier Point. Bathroom: Water Outlet- Hot & Cold
10	LIFT	Passenger Lift: 2 Nos. – 10 Passenger Capacity. High Quality Automatic elevator of reputed make.

11	TREATMENT	Anti- Termite: Treatment during different stages of construction.
12	SECURITY	Fire Fighting: Equipment & extinguishers as per WBFES CCTV: At Entrance and Ground Floor common areas.
Provided that 55 to 60 Electricals points will be provided in 3BHK Flat & Total 50 to 55 Electricals points will be provided in 2BHK Flat		

Provided that if the Allottee done Extra Work the cost of the same will be paid by the Allottee to the developer.

WATER SUPPLY: From Deep Tube well to overhead tank for uninterrupted supply of water and underground water reservoir with 4 points in toilet, 2 points in kitchen and 1 point in Dining space.

Extra Work: other than the above shall be charged at a rate as to be decided by the authorized engineer of developer and such amount shall be deposited before the execution of such work.

MAINTENANCE: The maintenance of Corridors, entrance, stair case, sanitary, drainage systems, water supply, power supply, whitewash and all repairing and renovation work will be carried out by co-operative/ association of flat owners.

ELECTRIC METER: Procurement of electric meter for each flat (s)/ shop (s)/ office (s) or any saleable space (s) etc. from CESC shall be on account and cost of intending Allottee (s).

TRANSFER AND REGISTRATION: The cost and expenses for preparing Agreement, Sale Deed, stamping, registration solicitors/ Advocate fees, other duties and charges as applicable on the date of transfer and registration shall be borne by the Allottee (s) through owner/ Developer. All Govt. Taxes/ GST, CGST, all other Government Taxes / Duties to be borne by the Allottee(s).

SCHEDULE – “C”**MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment plan through A/C/ payee cheque/ demand draft or online payment (as applicable) in favour of “.....”payable at

<i>Payments</i>	<i>Amount</i>
<i>On Booking</i>	<i>10%+ GST as applicable</i>
<i>Within 30 days of booking on execution of agreement for sale</i>	<i>20% of consideration less booking amount +GST as applicable</i>
<i>On completion of piling</i>	<i>10% of total consideration amount +GST as applicable</i>
<i>On completion of foundation</i>	<i>10% of total consideration amount +GST as applicable</i>
<i>On 1st floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>On 3^d floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>On 5th floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>On 7th floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>On 9th floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>On 11st floor casting</i>	<i>7% of total consideration amount +GST as applicable</i>
<i>Roof casting</i>	<i>8% of total consideration amount +GST as applicable</i>
<i>On commencement of lift installation</i>	<i>5% of total consideration amount +GST as applicable</i>
<i>On possession</i>	<i>5% of total consideration amount +GST as applicable</i>

SCHEDULE – “D”
(MEMO OF CONSIDERATION)

Payment by the Allottee.

Received from and within named Allottee or Allottees a sum of Rupees
.....(In Words) in the manner as hereunder:-

<i>Sr. No</i> <i>.</i>	<i>Date</i>	<i>Cheque/Cash/ DD/RTGS</i>	<i>Bank</i>	<i>Amount</i>
			<i>Total:</i>	

Total : (Rupees.....)

Drafted and prepared by: -

***Advocate,
District Judges Court, Howrah***

Cont....