

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 2026

By and Between

Mr. ARUP GHOSH, (Aadhar no. 691737041739) son of Sudhir Kumar Ghosh, aged 55 years, residing at about Ichapur West Manicktala, P.O.- Ichapur Nawabgunj, P.S. Noapara, PIN- 743144, District- North 24 Paraganas, West Bengal, (PAN- AIDPG3334L), hereinafter called the "Promoter" (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 assignees).

AND

[If the Allottee is a Company]

GHOSH ENTERPRISE
Arup Ghosh
Proprietor

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter 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 assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party". The Owner and the Promoter are hereinafter collectively referred to as "the Vendors". Words defined in **Schedule F** shall have the meaning mentioned therein

WHEREAS:

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Anup Ghosh
Proprietor

- A. The Promoter is the absolute and lawful owner of plot of land measuring about 04 Cottahs 01 Chittack more or less, which is lying and situated at Mouza- Ichapur, J.L. No- 3, Touzi No- 617, comprised and contained in R.S. Khatian No- 79 under R.S. Dag No-646 & 648, within the local limits of North Barrackpore Municipality, within the jurisdiction of A.D.S.R.O. Barrackpore, under P.S.- Noapara, in the District of North 24 Parganas and he mutated his name before the B.L. & L.R.O. Vide L.R. Dag No- 1489 under L.R. Khatian No- 14798 and he also recorded his name in the records of North Barrackpore Municipality vide holding No- 1550, Ghosh Para Road by Lane 1 under Ward No- 04 and possessed the same by way of paying taxes in the office of North Barrackpore Municipality and rents in the office of Govt. Serestha.
- B. One Sudhir Kumar Koley alias Ghosh son of Late Anil Chandra Koley gift and transferred a plot of land measuring about 04 Cottahs 01 Chittack more or less, which is lying and situated at Mouza- Ichapur, J.L. No- 3, Touzi No- 617, comprised and contained in R.S. Khatian No- 79 under R.S. Dag No-646 & 648, within the local limits of North Barrackpore Municipality, within the jurisdiction of A.D.S.R.O. Barrackpore, under P.S.- Noapara, in the District of North 24 Parganas in favour of his son namely Sri Arup Ghosh by virtue of a registered deed of gift dated 24/01/2001 which was duly registered before A.D.S.R.O. Barrackpore, recorded in Book No-I, Volume No- 79, Pages from 9 to 16, being No- 3040 for the year 2001.
- C. The Said Land is earmarked for the purpose of building a residential cum commercial project, comprising G+ III multi storied apartment buildings and the said project shall be known as "AJIT BHAWAN";
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The North Barrackpore Municipality has granted the commencement certificate to develop the Project vide Building Permit No. SWS-OBPAS/2121/2025/0413 and dated- 11/12/2025;
- F. The Promoter has obtained the final layout plan approvals for the Project from North Barrackpore Municipality. 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 WBRERA Office, Kolkata on _____; under Registration No. _____.
- H. The Allottee had applied for allotment of an Apartment in the project and has been allotted on the basis of the application and general terms and conditions agreed between the parties. All that the said apartment 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 set out in this Agreement and understood the mutual rights and obligations detailed herein;

J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:

- i. The ownership and title of the Owners in respect of the Premises and the documents relating thereto;
- ii. The Plans sanctioned and approved by the Kolkata Municipal Corporation and the necessary approvals and permissions;
- iii. The nature, state, conditions and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv. The proposed location, lay out plan and dimensions of the said Apartment Unit;
- v. The common areas and facilities proposed to be made available for common use upon completion of the entire Project;
- vi. right, title, interest and entitlement of the Promoter as the developer in respect of the Premises;
- vii. The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- viii. The terms, conditions, covenants, stipulations, restrictions, reservations and obligations in respect of the said Apartment Unit the manner and method of use and enjoyment of the same as well as the covenants running with the said Land and the said Apartment Unit;
- ix. The Specifications as also the measurements, dimensions, designs and drawings;
- x. The state and condition in which the said Apartment Unit is intended to be handed over to the Allottee subject to timely compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter; and
- xi. The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment Unit.

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

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sell and the Allottee hereby agrees to purchase the said Apartment as described in Schedule A;

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 said Apartment as described in **Schedule A**;
- 1.2 The Total Price for the said Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") as per details mentioned in **Schedule C**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The said Apartment Unit is comprised in the Promoter's Allocation and accordingly, the Total Price/Agreed Consideration as also the Additional Liabilities and Deposits are payable to the Promoter.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Apartment.

Notwithstanding anything to the contrary contained elsewhere, it is clarified that at the request of the Allottee, the Promoter has agreed to construct and complete the said Apartment in bare condition and the Promoter is not required to provide any flooring other than plain cement floor or to plaster the inside walls of the said Apartment or to provide any electrical wiring, fittings or switches except external electrical wiring upto the Distribution Box at the entrance of the said Apartment or to provide any sanitary fittings or fixtures in the bathrooms or kitchen or to make any counter slab in the kitchen or to do any other works required for finishing the said Apartment or to provide any water pipelines except external water pipelines complete upto and outside the said Apartment (collectively "Internal Finishing"). The Internal Finishing shall be done by the Allottee at the Allottee's own costs. The Agreed Consideration/Total Price does not include the costs of Internal Finishing which is payable by the Allottee directly to other entities, in addition to payment of the Agreed Consideration/Total Price to the Promoter.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment.
- (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 the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of said Apartment includes the price of the proportionate/pro rata share in the said Land and Common Areas and Facilities and the right of use thereof as mentioned in this Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/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 per 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 payments on mutually agreed term for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (mentioned in **Schedule D**) and the Common areas and Facilities described in **Schedule Ein** respect of the apartment, plot 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.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or agreed upon or permissible, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that in any case the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be purchased by the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

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 changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment/Plot as mentioned below:

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Amrta Chandra
Promoter

- (i) The Allottee shall have exclusive ownership of the said Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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 said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

It is made clear by the Promoter and the Allottee agrees that the said Apartment/Plot 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 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 falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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.

The Allottee has paid a sum of Rs _____,
(Rupees _____ only) as booking amount along with Rs.
_____/ - (Rupees _____ only) as applicable Goods and Service Tax being

part payment towards the Total Price of the said 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 said Apartment as prescribed in the Payment Plan mentioned in **Schedule C** as also the Additional Liabilities and Deposits mentioned in **Schedule G** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount for which is payable, the Allottee shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque/Real-Time Gross Settlement (RTGS) or online payment (as applicable) in favour of the Promoter payable at Kolkata. In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof

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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. 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 apartment 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, 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 said Apartment 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 said Apartment 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, and the understanding between the Parties, the Promoter undertakes to abide by such plans approved by the Corporation.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the said Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment 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 said Apartment, 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.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Apartment, 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 said Apartment 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 the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Apartment 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 said Apartment 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.

7.4 Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the said Apartment 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 the Allottees or the competent authority, as the case may be, as per the local laws.

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 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.

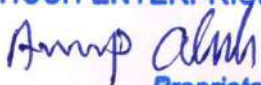
7.6 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 him in respect of the said Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the 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 over of the possession of the said Apartment.

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;

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- (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;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Apartment 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 said Apartment 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 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 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 said Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (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 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;
- (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 said Apartment 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 thereunder.

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

- (iii) 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
- (iv) 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 withdraw 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 said Apartments subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation. Failure to offer ready to move in possession of the said Apartment to the Allottee within the time period specified in **Schedule A** or any extension thereof except for the reason of title defect shall be the sole responsibility of the Promoter and accordingly the interest mentioned above shall be payable by solely the Promoter and in case the failure to offer is for the reason of title defect, then the same shall be the sole responsibility of the Owners and accordingly the interest mentioned above shall be payable solely by the Owners.

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

- (v) 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.
- (vi) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the said Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Apartment together with proportionate indivisible share in the Common Areas within

3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the 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 authorities.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/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 the allottees. The cost of such maintenance has been included in the Total Price of the said Apartment.

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the AJIT BHAWAN, 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, fire fighting 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 allottees formed by the Allottees 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 said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment. 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 ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a said Apartment 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment 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 authorities 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 said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP 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 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 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 Registrar/Sub-Registrar/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/plot/building, as the case may be.

23. RIGHT TO AMEND

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

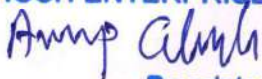
24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment 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 Allottees.

Failure on the part of the Promoter 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.

GHOSH ENTERPRISE

Promoter

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed 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 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 said 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 Kolkata 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 Kolkata within the jurisdiction of the Courts 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:

Name of Allottee: _____

Allottee Address: _____

Promoter Name: Mr. Arup Ghosh

Promoter Address: Ichapur West Manicktala, P.O. Ichapur Nawabgunj, P.S. Noapara,
District- North 24 Parganas, West Bengal- 743144.

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

GHOSH ENTERPRISE
Arup Ghosh
Proprietor

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 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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

SCHEDULE "A"

("SAID APARTMENT UNIT")

ALL THAT the Apartment No. _____ on the _____ Floor having Carpet Area of about _____ square feet more or less and Built-Up Area of about _____ square feet, which includes balcony area measuring about _____ square feet, more or less together of the Project "_____" being constructed at _____, District North 24 Parganas.

Together with an Open Terrace of about _____ square feet on the _____ floor appurtenant and/or attached to the said Apartment.

The said Apartment is proposed to be made ready for handing over possession by _____ unless there is delay due to Force Majeure or reasons beyond control.

ON THE NORTH :Biva Apartment.

ON THE SOUTH :19'-0" wide Municipal Road .

ON THE EAST : Karunamoyee Misthanna Bhandar.

ON THE WEST : Atindra Apartment.

SCHEDULE "B"

FLOOR PLAN OF THE SAID APPARTMENT

The floor plan of the said apartment is annexed.

SCHEDULE "C"

AGREED CONSIDERATION/TOTAL PRICE & PAYMENT PLAN

Total Price/Agreed Consideration for purchase of the said Apartment Rs. _____
(Rupees _____) as defined in this Agreement.

[Payment Schedule]

1	Booking Amount	____% of total consideration + GST
2	On Possession	____% of Total Consideration + ____% of Extra charges + GST + ____% Documentation charges + GST + ____% Deposit

SCHEDULE "D"

SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

1.	Foundation	:	R. C. C. footing/strip foundation and framed structure for Ground plus Four storied building.
2.	Floors	:	Tiles will be laid on the floors.
2.	Windows	:	All windows shall be made of aluminum box shutter panel with built in grill with 3 mm thick One way Mirror. The balcony will half with M. S. Grill. All metal surfaces shall be painted with one coat synthetic enamel paint (the DEVELOPER will decide the primer).
3.	Doors	:	Door frames shall be made by good quality wood shall be painted with one coat primer only (the DEVELOPER will decide the primer). All internal doors shall be of commercial flush door. On the main door one lock shall be provided.
4.	Kitchen	:	At kitchen, black stone self cooking platform with steel sink shall be furnished. (4'-00") high glazed tiles shall be

			provided over cooking platform only at cooking area. The color of glazed tiles shall be of Developer's choice. One bibcock at sink also will be provided.
5.	Toilets	:	(6'-0") high glazed tiles dado will be provided. One shower including concealed stopcock, one bibcock, one western type pan, (white in color) one Commode (white in color) including low down flash and one W. C. shall be provided. The door of toilet shall be of good quality PVC door.
6.	Walls	:	External wall shall be 200 mm, (8") thick. Partition wall between the Flat & Corridor shall be 125 mm (5") thick. Internal partition wall in each flat shall 125 mm (5") thick.
7.	Electricals	:	All electrical work shall be of concealed copper wiring

SCHEDULE "E"
COMMON AREAS AND FACILITIES

1. Staircase on the floors & over head room.
2. Staircase landing on all floors.
3. Lift & lift-well.
4. Drains and sewers.
5. Pump.

6. Open spaces, passages from the building to the main road, foundation, outer walls and all type of outer pipes and other common electrical & plumbing and sanitary installation.
7. Overhead reservoir.
8. Under Ground reservoir.
9. Septic Tank.
10. Roof of the Top Floor.
11. Water Supply: Pump operated Deep Tube Well and municipal water will be utilized for water supply and overhead reservoir will be provided on ultimate roof.

SCHEDULE "F" **DEFINITIONS**

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Additional/Further Constructions" shall mean all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises from time to time including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendors and shall belong to the Vendors with full right to transfer the same and receive the consideration thereof and the transferees and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas and Facilities;
- (c) "Additional Liabilities" shall mean the additional liabilities mentioned in Part I of **Schedule G** which are to be paid by the Allottee in addition to the Total Price/Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (d) "Agreed Consideration/Total Price" shall mean the sale consideration mentioned in Schedule C payable by the Allottee for purchase of the said Apartment Unit ;

(e) "Apartment" shall mean any residential Apartment (including the bathrooms, balcony, Open Terrace, utility/store room, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;

(f) "Apartment Owners" shall, according to the context, mean all allottees and/or intending allottees of different Apartments in the Building and shall also include the Vendors (and subsequently their transferees) in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated by them;

(g) "Apartment Unit" shall mean any residential Apartment (including the bathrooms, balcony, Open Terrace, utility/store room, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed by any Apartment Owner and the right to use and enjoy in common the Common Areas and Facilities mentioned in **Schedule E**.

(h) "Architects" shall mean _____ such architect or firm of architect whom the Promoter has appointed and/or may from time to time appoint as the architect(s) for the Project;

(i) "Association" shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of all the buyers of all Apartment and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

(j) "Booking Amount" shall mean Rs. _____/- (Rupees _____) which has been paid by the Allottee for booking of the said Apartment;

(k) "Built-Up Area" in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, flower bed area, if any, balcony, if any, utility/store room, if any, appurtenant thereto but excluding the area(s) of the Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment;

(l) "Carpet Area" shall have the same meaning as described to it under the Act;

(m) "Common Expenses" shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the basement car parking, the Mechanical Car Parking System, the Common Areas and Facilities and the expenses for Common Purposes including those mentioned in **Schedule K**;

(n) "Common Purposes" shall mean and include the purpose of maintaining and managing the Premises, the Building, the Common Areas and Facilities, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas and Facilities in common;

(o) "Common Roof Area" shall mean only the specified portion / area of the ultimate roof of the Building to be constructed on the said Land, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment, along with the Lift Machine Room and the water tank thereon which only shall form part of the Common Areas and Facilities;

- (p) "Corporation" shall mean the North Barrackpore Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend, revise and/or regularise the Plans;
- (q) "Date of Commencement of Liability" shall mean the date of grant of the Completion/Occupancy Certificate in respect of the said Apartment by the Corporation;
- (r) "Date of Possession" shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (s) "Deed of Conveyance" shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee's obligations, paying and depositing all amounts in time and not committing any breach or default;
- (t) "Deposits" shall mean the deposits to be made by the Allottee as mentioned in Part II of Schedule G and shall also include any other amount that the Allottee may be required to deposit;
- (u) "Maintenance Agency" shall mean the Promoter itself or any agency appointed by the Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building and the Common Areas and Facilities;
- (v) "Maintenance Charges" shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (w) "Owners' Allocation" shall mean the areas to which the Owners are entitled to under the Development Agreement;
- (x) "Plan/Plans" shall mean the plans of the Building which have been sanctioned and/or approved by the Authority bearing Building Permit No. SWS- OBPAS/2121/2025/0413 dated 11th December, 2025 for construction of Building on, inter alia, the said Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) as also all variations/ modifications/ alterations therein that may be made, if any, as well as all regularisations, revisions, renewals and extensions, if any;
- (y) "Project" shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) as also Common Areas and Facilities to be constructed thereon;
- (z) "Project Advocates" shall mean SMT. MITHU GHOSH, Advocate of CMDA Nagar, Market Complex, Barrackpore, P.O.- Sewli Telinipara, P.S.- Mohanpur, District- North 24 Parganas, Pin- 700121, West Bengal, appointed by the Promoter as the Advocate for the Project;
- (aa) "Promoter's Allocation" shall mean the areas to which the Promoter is entitled to under the Development Agreement;
- (bb) "Regulations" means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (cc) "Rights on Allottee's Default" shall mean the rights to which the Promoter shall be entitled in case of any default or breach by the Allottee including but not limited to those mentioned in Clause 9.3;

(dd) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

(ee) "Said Apartment" shall mean the Apartment together with the bathrooms, balcony, Open Terrace, flower bed area, if any, Utility/Store Room, if any, described in Schedule A hereto;

(ff) "Said Apartment Unit" shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas and Facilities mentioned in Schedule E hereto in common with other Allottees and the Vendors;

SCHEDULE "G"

PART I- ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

(i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on construction / sale/ transfer of the said Apartment Unit to the Allottee and/or on any amount payable by the Allottee under this Agreement or pursuant hereto including on the Additional Liabilities and the Deposits and payments of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.

(ii) Legal Fees of Rs. _____/- / . _____/- per square feet of the Carpet Area payable to the Promoter; 50 per cent of which shall be paid on or before execution of Agreement for Sale and the balance 50 per cent shall be paid on or before the Date of Possession or the date of execution of the Deed of Conveyance, whichever is earlier.

(iii) Electrical Transformer, HT/LT charges at the rate of Rs. 200/- per square feet of the Carpet Area payable to the Promoter payable in instalments as mentioned in the Payment Plan in **Schedule C**.

(iv) Advance Maintenance Charges for 6 months at the rate of Rs. 15/-per square feet of the Super Built-up Area to be paid on or before the Date of Possession.

(vi) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.

(v) Stamp duty and registration fee together with miscellaneous and incidental costs, charges and expenses for registration of each document plus applicable GST and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or under the law and/or relating to the said Apartment Unit and/or the Common Areas and Facilities and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.

(vi) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes,

additions, alterations or variation made in the said Apartment, and/or the agreed Specifications and/or the Common Areas and Facilities, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.

(vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction.

(viii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises.

(x) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

PART II- DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to additionally pay each of the same within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

(i) Interest Free Security Deposit for corporation taxes at the rate of Rs. 60/- per square feet of Super Built Up Area of the said Apartment Unit shall be payable to the Promoter on or before the Date of Possession. Such Security Deposit shall be interest free and shall be used for payment/reimbursement of corporation taxes paid by the Promoter on behalf of the Allottee. In the event of the actual amount of corporation taxes paid /reimbursed being less than the deposit amount, the excess amount shall be refunded to the Allottee by the Promoter. If, however, the actual amounts of corporation taxes paid/reimbursed are more than the deposit amount, then the deficit amount shall be paid by the Allottee to the Promoter within 7 days of demand.

(ii) Advance Maintenance Deposits for 12 months at the rate of Rs. _____/-per square feet of the Super Built-up Area to be paid on or before the Date of Possession.

(iii) Deposit for Sinking Fund of Rs. 60/- per square feet of Carpet Area shall be payable to the Promoter on or before the Date of Possession.

(iv) Security Deposit for electric supply/ individual meter for the said Apartment as per actual payable to the electricity supply authority.

(v) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.

(vi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE "I"
ALLOTTEE'S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
- a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) Permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) Deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) Use and occupy the said Apartment Unit only for the purpose of residence and for no other purposes;
 - e) Use the Common Areas and Facilities without causing any hindrance or obstruction to other Apartment Owners and occupants of the Project;
 - f) Be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
 - g) Keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, etc. thereon in good and substantial repair and condition;
 - h) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for any purpose and also not to make any form of alteration to the external façade of the Building;
 - i) Maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at his own costs within 15 days from being called upon to do so by the Promoter;
 - j) Use and enjoy the Common Areas and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
 - k) Sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said

Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

l) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/ Association (upon formation).

m) Bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

n) Pay corporation and property taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment wholly and the Building and the Premises proportionately and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the concerned authority;

o) Pay for other utilities consumed in or relating to the said Apartment Unit;

p) Allow the other Apartment Owners the right to easements and/or quasi-easements;

q) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, corporation and property taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

r) Pay applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all other taxes payable by the Allottee in terms of this Agreement;

s) Observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;

t) The Allottee agrees to pay a refundable deposit to the Developer being an amount of Rs. _____/- (Rupees _____ only) at the time of taking over possession of the Apartment. The said deposit will be refunded to the Allottee on completion of fit out work carried out by the Allottee in the Apartment. The Allottee further understands and agrees that the said amount deposited with the Developer may be adjusted against cost of damages, if any, caused to the Project and/or to the Common Areas and/or to the Building by the Allottee caused by the fit out work carried out by the Allottee;

u) The Allottee understands and accepts that all the facilities of the Project may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. If, however, at the time of handing over possession of the Apartment to the

Allottee, some of the facilities are made operational, then, and in that event, the Allottee, shall be entitled to use all those facilities which have been made operational.

2. The Allottee has agreed and covenanted:

a) Not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof;

b) Not to store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;

c) Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature;

d) Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;

e) Not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

f) Not to put or install any letter box, neon-sign or any other board or hoarding, any other signage, notice or advertisement in the Common Areas and Facilities or on the outside walls/facade of the Building. Provided However that a decent name plate on the outface of the main door of the said Apartment Unit may be put;

g) Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstances;

h) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any part of the Project or may cause any increase in the premium payable in respect thereof;

i) Not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and Facilities and/or the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

j) Not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc. save and except the lift specifically installed for carriage of the goods and articles, if any;

k) Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

l) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and also not to alter or permit any alternation in the elevation;

m) Not to alter or permit any alteration in the elevation and to decorate the exterior of the Building and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Promoter may affect the elevation of the Project;

n) Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Areas and Facilities or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

o) Not to store or allow anyone to store any furniture, goods articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities of the Building and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter/Association (upon formation) agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per day together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon by the Promoter/Association (upon formation);

p) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;

q) Not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas and Facilities in respect of the same;

r) Not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Building or any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

s) Not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the same or any part thereof and/or any neighboring property to any risk of fire or any accident;

t) Not to object to or hinder sanction of further/additional vertical/horizontal or other constructions and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

- u) Not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- v) Not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas and Facilities.
- w) Not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in **Schedule E** by the owners and occupiers of all Apartments and/or other spaces of the Project as also the Additional/Further Constructions as also the New Development;
- x) Not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- y) Not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the said Apartment;
- z) Not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas and Facilities in any manner whatsoever;
- aa) Not to use the said Apartment Unit (and utility/store rooms., if any) for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, coaching centre, music or dance centre, repairing centre, commercial guest house, spa, massage parlour, club, eatery, boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- bb) Not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and the Premises;
- cc) Not to keep or harbour any bird or animal in the Common Areas and Facilities of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the Premises or on any portion thereof;
- dd) Not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

ee) To install only VRV/HVAC and its Outdoor Unit at the spaces as specified by the Promoter and at no point of time to change the position or arrangement for the installation of VRV/HVAC and its Outdoor Unit without prior written consent of the Promoter or the Association and under no circumstances to install any other type of air-conditioner, whatsoever;

ff) Not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

gg) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas and Facilities;

hh) Not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;

ii) Not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;

jj) Not to object to the installation, erection and display of neon sign boards of the Promoter on the roof (including the Common Roof Area) of the Building at all times;

kk) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terraces in the Building and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule A**;

ll) Not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

mm) Not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

nn) Not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartments and/or the Premises;

oo) Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

pp) Not to change the Project name and its logo under any circumstances whatsoever;

qq) Not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Allottee from conducting private worship in a portion of the said Apartment Unit;

rr) Not to misuse or permit to be misused the water supply to the Apartment;

ss) Not to install or keep or run any generator in the Apartment

tt) Not to overload the passenger lifts and shall move goods only through the staircase of the Building;

uu) That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee;

and

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and Facilities in any part of the same and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment or any portion of the Building and/or the Premises and/or in the use and enjoyment of the Common Areas and Facilities in the said Land by the owners/occupants of the Project.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Owners or the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Owners and/or the Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Owners and/or the Promoter and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the employees, servants, agents,

licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment Unit contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

10. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Owners and the Promoter, interest, if any, payable to the Allottee shall be paid by the Owners in case such liability has arisen due to land and/or title related issue and shall be paid by the Promoter in case such liability has arisen due to development and/or construction related issue.

SCHEDULE "K" **COMMON EXPENSES**

- 1) 1. All costs of lighting & maintenance of common areas, and also the outer walls of the building.
- 2) Proportionate share of electrical charges for Lift & Pump operation and maintenance.
- 3) The salary of Durwan, Care Taker, who may be appointed.
- 4) Insurance for insuring the building against riot, earthquake, fire, lightning and violence etc.
- 5) All charges and security monies to be deposited for the common facilities.
- 6) Municipal taxes and other outgoing save and except those are separately assessed on the respective flat.
- 7) Costs and charges of establishment for maintenance of the building.

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 (including joint buyers):

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name – _____

Address _____

2. Signature _____ Name – _____

Address _____

MEMO OF CONSIDERATION

Received from the within named PURCHASERS within mentioned sum of Rs.

...../-[Rupees] only.

WITNESSES

1.

2.

GHOSH ENTERPRISE

Anup Chandra
Proprietor

SIGNATURE OF THE DEVELOPERS

As per data produced and
instruction of the parties
Drafted by me

Mithu Ghosh

SMT. MITHU GHOSH

Advocate
Barrackpore Court.

En:- WB 497/2000

MITHU GHOSH
Advocate
Barrackpore Court