

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of **AUGUST, 2024**
(Two Thousand and Twenty Four A.D.).

BY AND BETWEEN

ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED
(PAN: AAHCA4852G & CIN: U45400WB2008PTC131075), a Company duly registered and incorporated under the provisions and meaning of the Companies Act, 1956 as amended in 2013, having its registered office at the premises No. 152 / 3 / 5, Salkia School Road, Post Office - _____, Police Station: Golabari, Howrah - 711 106 duly represented by its Directors namely, **SRI PRAKASH KUMAR SHAW** (PAN: AFRPK5043D) (AADHAR: 445171311628 & DIN: 7666828), son of Sri Kamala Shaw, by faith Hindu, by occupation Business, residing at the premises No. 23, Sanatan Mistry Lane, Post Office - _____, Police Station: Golabari, Howrah- 711 106 and **SRI PARAS NATH CHOWDHARY** (PAN: AGIPC0529L, AADHAR: 569764457525 & DIN: 2411991), son of Indra Deo Chowdhury, by faith Hindu, by occupation Business, residing at the premises No. 24, Bon Behari Bose Road, Post Office - _____, Police Station _____, Howrah - 711 101 (South), authorized vide Board Resolution dated _____, hereinafter called and/ or referred to and/ or identified as the "**LANDOWNER**" (which expression unless excluded by or repugnant to the context hereof shall mean and include in its respective directors, executors, administrators, legal representatives, successors, successors -in-interest and assigns) of the **FIRST PART.**

-AND-

THEME PROJECTS PRIVATE LIMITED (CIN No. U70101WB2005PTC102715), (PAN AABCT8498D) a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B. Garden, District Howrah-711 103, duly represented herein by its Director **SRI TAPAN KUMAR BANERJEE** (AADHAAR 226278106187, PAN AFWPB3119E) son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46. College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B. Garden, District Howrah-711 103, authorised vide Board Resolution dated 12.04.2005, hereinafter called and referred to as the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

-AND-

Mr./Mrs./Ms. _____, (AADHAR No. _____, PAN _____), son/daughter/wife of _____, aged about _____ years, residing at _____, hereinafter called and referred to as the "**ALLOTTEE**" (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The OWNERS, PROMOTER and ALLOTTEE shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

- i. One Gobinda Chandra Ghosh was the sole and absolute owner and seized and possessed of or otherwise well and sufficiently

entitled to *ALL THAT* piece and parcel of land measuring an area of about a little more or less 2 (Two) Bighas and 5 (Five) Cottahs comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, PIN - 711109 and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatsoever.

- ii.** The said Gobinda Chandra Ghosh being the owner and seized and possessed of or otherwise well and sufficiently entitled to the said *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, PIN - 711 109 (hereinafter referred to as the “ said property” for brevity) had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Golam Raised by a Deed of Conveyance thereof for valuable considerations and free from all sorts of encumbrances, charges, liens, li spendens, demands, claims, hindrances, attachments, debts, dues,

acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

iii. The said Golam Raised died intestate leaving behind him surviving his only son namely, Habibur Rahaman as his legal heir and successor to inherit solely and exclusively the said property so owned by the said Golam Raised as per the law of inheritance.

iv. The said Habibar Rahaman being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 , had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Kartick Chandra Bhuiya by a Deed of Conveyance thereof for valuable considerations/ s thereof free from all sorts of encumbrances, charges, liens, liabilities, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

v. The said Kartick Chandra Bhuiya being the absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711109 again had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Rohini Dasi by a Deed of Conveyance executed in the year 1911 for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, li spendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and/ or from any corner and manner whatsoever.

vi. The said Rohini Dasi thus being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District –

Howrah, Pin - 711 109 had further sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Nilmony Dutta by a Deed of Conveyance dated 18th March, 1918 for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, li spendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

- vii.** The said Nilmony Dutta thereafter died intestate leaving behind him surviving three sons namely, Kalidas Dutta, Durga Das Dutta and Shibdas Dutta as his legal as his legal heirs and successors who duly inherited the said property so owned by the said Nilmony Dutta as per the Hindu law of inheritance
- viii.** The said Kalidas Dutta, Durga Das Dutta and Shibdas Dutta being the joint and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring about an area of 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 again sold,

delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of Howrah Finance Limited by a Deed of Conveyance thereof dated 12th February, 1942 duly registered with the Office of the District Sub - Registrar at Howrah and recorded in Book No. 1, Volume No. 9, Pages 58 to 62, Being No. 204 for the year 1942 for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, li spendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

ix. The said Howrah Finance Limited thus being the owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711109 and thereafter had leased, delivered, conveyed, alienated, granted, demised, devised and provided a part or portion of the said property being *ALL T HAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12

(Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, District – Howrah, Pin - 711 109 unto and in favour of one Pradip Paul by a Lease Deed thereof dated 9th January, 1974 for the consideration/ s, terms, conditions, enumerations, provisions and others morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the said Lease Deed which is self explanatory in itself.

x. The aforesaid Lease expired on 31st December, 1982 by efflux of time.

xi. The said Howrah Finance Limited being the absolute owner and being seized and possessed of or otherwise well and sufficiently entitled to the entire said property, sold, delivered, conveyed, alienated, granted, demised, devised and provided a part or portion of the said property being *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 to for unto and in favour of the aforesaid Pradip Paul (hereinafter referred to as “the said erstwhile

Owner”) by a Deed of Conveyance thereof dated 25th November, 1983 which is duly registered with the Office of the District Sub - Registrar at Howrah and recorded in Book No. 1, Volume No. 149 , Pages 254 to 261 , Being no 6380 for the year 1983 , for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, li spendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

- xii.** The said erstwhile Owner thus became the absolute owner and was seized and possessed of and/ or otherwise well and sufficiently entitle d to *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 , being Premises No. 15, Andul Road, Howrah - 711109 , Sub- Registration and District Registration Office at Howrah (hereinafter referred to as the “ **said land** ”) together with the structure/ s standing and/ or lying erected thereupon and thereafter was in possession of the said

land and was enjoying the right, title and interest of the same without any interference and disturbance of any manner from any corner whatsoever free from all sorts of encumbrances, charges, liens, liabilities, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever which is more fully and particularly mentioned, described, enumerated, provided and given at and under the SCHEDULE hereunder written and/ or given.

- xiii.** The said erstwhile Owner being desirous to erect, build, develop, promote and construct building/ s consisting of several units over and above the said land, entered into an Agreement for Development on 8th June, 1994 with one ALLIED CONSTRUCTION, a Partnership firm having its registered office at the premises No. 53 / C/ 2 , Bon Behari Bose Road, Police Station - Shibpur and District – Howrah, Pin - 711 109 duly represented by its Partners namely, SRI RAJIV BHANDARY, son of Sri P. C. Bhandary, by faith Hindu, by occupation Business residing at the premises No. 29 / 1 , Ballygunge Park, Kolkata - 700019 , SRI SUMAN K. THAKKAR, son of Late K. Thakkar, by faith Hindu, by occupation - Business, residing at the premises No. 40 , Syed Amir Ali Avenue, Kolkata, SRI ANAND KUMAR SARMA, son of Sri Atma Ram Sarma, by faith Hindu, by occupation - Business, residing at the premises No.

3 / 1 , Hat Lane, Mallick Phatak, Howrah and SRI INDRA DEO CHOWDHURY, son of Late Ram Govind Chowdhury, by faith Hindu, by occupation - Business, residing at the premises No. 24 , Bon Behari Bose Road, Howrah, on the considerations, allocations for the said erstwhile Owner and the said Allied Construction at and under the said construction, erection, promotion, building and development thereof and the space/ s thereof, on the terms, conditions , enumerations, provisions and others thereof more fully and particularly mentioned, described, explained, enumerated and provided at and under the said Agreement for Development for which the same is self - explanatory in itself.

- xiv.** In event of failure to complete the aforesaid development, the said erstwhile Owner and the said Allied Construction subsequently mutually cancelled the said Development Agreement so existed by and bet ween them in totality for all times to come finalizing that there shall not be any claim, demand or requirement on that score by either s ide of the said erstwhile Owner herein and the said Allied Construction for all times to come with regard to or concerning the said land hereunder written and/or given any day or anytime existed by

and between the said erstwhile Owner and the said Allied Construction in any manner whatsoever.

xv. The said erstwhile owner and the aforesaid Allied Construction exhausted and satisfied about all their claims, demands and considerations so existed by and between them as per the aforesaid Agreement of Development.

xvi. The said erstwhile Owner namely Sri Pradip Paul thus being entitled to and seized and possessed of or otherwise well and sufficiently entitled to the **said land** being the SCHEDULED PROPERTY herein free from all encumbrances in the manner above, being desirous of transferring, selling, alienating, demising, and granting the said SCHEDULED PROPERTY enumerated here under and being approached by the Landowner herein for a valuable consideration, duly agreed to sell the said land and/ or the said SCHEDULED PROPERTY free from all sorts of encumbrances, charges, liens, liabilities, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever save and except the occupancy of the tenants as under the said erstwhile owner namely Sri Pradip Paul and thereby the said erstwhile owner duly entered into an Agreement for Sale thereof with the Landowner herein and subsequently towards finalization of the aforesaid transfer of

the said SCHEDULED PROPERTY, the said erstwhile owner duly executed a proper Deed of Conveyance dated 5th day of March, 2009 to for law in favour of the Landowner herein with respect to the **said land** and the said Deed of Conveyance was duly registered before the Additional Registrar of Assurances - I , Kolkata and registered in Book No. I , CD Volume No. - 6 , Page from 2435 to 2452 , Being No. 02630 , for the year 2009 .

xvii. The Landowner herein being the party of the First Part thus being absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the **said land** more and fully described in the FIRST Schedule herein below became desirous of erecting or constructing a multis toried building over and upon the **said land** as per the Sanction Building Plan of the Howrah Municipal Corporation.

xviii. Thus, the **Owner** herein namely **ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED** , a Company duly registered and incorporated under the provisions and meaning of the Companies Act, 1956 as amended in 2013 became sole and absolute and lawful Owner, Title Holder and Possessor of **ALL THAT** piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza

- Shibpur, Police Station –A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109,
being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and
District Registration Office at Howrah, within the limit and jurisdiction of Howrah
Municipal Corporation, under Ward No. 41, butted and bounded by:

On The North : By the pond of Seikh Abdul Rouf;
On The South : Partly By the land property of Sri Pradip Paul and
Partly by Andul Road.
On The East : By the premises No. 17, Andul Road;
On The West : By the premises No. 14/12/16, Andul
Road.

(hereinafter referred to as the “**said Land**”);

B. Now the Owner of the said Land decided to improve and develop the present status of the said Land by raising multistoried building thereupon and based upon such decision the Owner approached the Promoter to undertake the development work upon the said Land and thereby the Owner and Promoter had duly entered into an “**Development Agreement**” dated 22nd September, 2023 duly registered at the office of the Additional District Sub-Registrar, Howrah and registered in Book No. I, Volume No. 0502-2023, Pages from 318516 to 318576, being No. 050209940 for the year 2023 and the Owners also executed a “**Development Power of Attorney after Registered Development Agreement**” in favour of the Promoter dated 22nd September, 2023 duly registered at the office of the Additional District Sub-Registrar, Howrah and registered in Book No. I,

Volume No. 0502-2023, Pages from 319739 to 319759, being No. 050209986 for the year 2023;

- C. The said Land was earmarked for the purpose of building a residential and commercial project, comprising of 1 (one) G+7 multistoried building consisting of several individual self-contained Flats/Units at First to seventh floor and along with two commercial spaces, one is in ground floor and one is in first floor and a community hall and Car Parking Spaces in the ground floor, together with all common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities (hereinafter referred to as the **“said Project”**) and the said Project shall be known as
- 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 Howrah Municipal Corporation has already granted the Sanctioned Building Plan/Building Permission Certificate presently up to G+7 storied to develop the Project vide Sanction/Approvalbearing No ;
- F. The Promoter has registered the Project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **“Act”**) with the West Bengal Real Estate Regulatory Authority at Kolkata being No. _____on _____;

- G. The Allottee had applied for an **Apartment** in the Project vide application No. _____ dated _____ and has been allotted from the Promoter's allocation (as specified in the aforesaid "Agreement for Development between Land Owner and Promoter/Developer" dated 26th July, 2021) being Apartment No. _____ having carpet area of _____ square feet, on __Floor in the building of the said Project without garage/car parking space, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" and more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees

to sell and the Allottee hereby agrees to purchase the "Apartment" as specified in paragraph 'H' above without garage/car parking space.

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 [Apartment/Plot] as specified in paragraph H;

(1.2) The Total Price for the Apartment based on the carpet area is Rs.

_____ (Rupees
_____) only ("**Total Price**") (Give break up and description): –

Block/Building/Tower no. _____	Rate of Apartment per square feet*
Type _____	
Floor _____	

*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Garage/Closedparking-1	Pricefor1
Garage/Closedparking-2	Pricefor2

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above include 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, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter), up to the date of handing over the possession of the Apartment to the Allottee;

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

- (iii) Promoter shall periodically intimate in writing 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 the dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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.

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

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

(1.3) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

(1.4) The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is

complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule - 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

(1.5) Subject to Clause 9.3 the Promoter agrees and acknowledges, that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas but since the share/interest of the

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. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the Association of Allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, **maintenance**

charges as per paragraph 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(1.6) It is made clear that by the Promoter and the Allottee agrees that the Apartment without any car parking space/garage 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.

(1.7) it is understood by the allottee that all other areas & i.e. areas & facilities falling outside the project, name _____ shall not form a part of the declaration the file with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

(1.8) The Promoter agrees to pay all outgoings relating to the Apartment 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 regarding the Apartment 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.

(1.9) The Allottee has paid a sum of Rs. _____(Rupees _____only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule

C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'THEME PROJECTS PRIVATE LIMITED' payable at Howrah.

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, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) and/or 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and the Promoter accepts no responsibility in regard and 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 of the Allottee against the Apartment, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and proper and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS THE ESSENCE

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, after receiving the Completion Certificate.

Similarly, the Allottee shall make timely payments of the installments 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 sanctioned and/or proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, layout plans, payment plan and the specifications, amenities and facilities 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, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Howrah Municipal Corporation and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

(7.1) **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the

Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date.

The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(7.2) Procedure for taking possession: The Promoter, upon obtaining the Completion Certificate from the Competent Authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 months from the date of issue of such notice.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the 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 Completion Certificate of the Project.

(7.3) Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per paragraph

7.2, the Allottee shall take possession of the 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in paragraph 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

(7.4) **Possession by the Allottee:** After obtaining the Completion Certificate and handing over physical possession of the 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 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.

(7.7) Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment - (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or (iii) 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 Apartment, with interest at the rate prescribed 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 prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER

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

- (i) The Owner declare that the “Owner” have the absolute, clear and marketable title with respect to the said Land and by virtue of the registered Agreement the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority 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 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 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 Owner and/or the Promoter has not entered into any Agreement for Sale 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 Deed of Conveyance the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;

- (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 till the Completion Certificate has been issued and possession of apartment or building, as the case may be, along with Common Areas has been handed over to the Allottee or the Association of Allottees or the competent authority, as the case may be;
- (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

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

- (i) Promoter fails to provide ready to move in possession of the 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.

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

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

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (Two) 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 prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the 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 Total Price of the Apartment under the Agreement from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (Three) months from the date of issuance of the Completion Certificate by the Howrah Municipal Corporation.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice/demand letter, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance 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 authority(ies).

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 upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the 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 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, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Apartment or Land or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

Use of Service Areas: The service areas in the said Project is restricted and includes only to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas for the specified purpose only 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 paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way

damaged or jeopardized. The 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 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 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 previously mentioned conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in

particular. That the 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 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 Howrah Municipal Corporation except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment and the Project shall equally be applicable to and enforceable against any subsequent Allottees of the

Apartment, in case of a transfer, as the said obligations go along with the 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 [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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.

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 REFERRED TO IN THE AGREEMENT

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

28. FURTHER ASSURANCES

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Howrah 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 Howrah.

30. NOTICES

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

Name of the Allottee: _____

Address of the Allottee: _____

Name of the Promoter: **THEME PROJECTS PRIVATE LIMITED**

Address of the Promoter: 46, College Road now known as Dr.
A.P.J. Abdul Kalam Sarani, P.S. A.J.C.
Bose Botanic Garden formerly Shibpur,
P.O. B.Garden, District Howrah-711 103.

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

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

34. ASSIGNMENT OF AGREEMENT FOR SALE

The Allottee may assign this Agreement anytime before the registration of Deed of Conveyance with respect to the instant Apartment, subject to the following conditions:

- (i) The profile of the assignee be accepted by the Promoter;

- (ii) A assignment fee equivalent to 5% (Five Percent) of the Total Price of the Apartment together with applicable taxes, if any, payable, has been paid to the Promoter;
- (iii) All amounts agreed to be payable by the Allottee, intending to assign the Agreement for Sale, as per the Payment Schedule has already been paid to the Promoter and the Assignee agrees and undertakes to make all due payments strictly as per the Schedule of Payment.

35. To be Read With Point 1 (ii) - Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the The Total Price above include Taxes (consisting of said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

35.II. To be Read With Point 1 (iv) - The Total Price of Apartment includes: (i) recovery of price of land, (ii) construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per paragraph No. 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

35.III To be Read with Point 1 (V) - Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

THE SCHEDULE - 'A'

[SAID LAND]

ALL THAT piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station – A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41, butted and bounded by:

On The North : By the pond of Seikh Abdul Rouf;
On The South : Partly By the land property of Sri Pradip Paul and
Partly by Andul Road.
On The East : By the premises No. 17, Andul Road;

On The West : By the premises No. 14/12/16, Andul
Road.

SCHEDULE - 'B'

[SAID FLAT]

ALL THAT the piece and parcel of One Self Contained/ Independent Residential Flat/ Unit, consisting of _____ Bed Rooms, _____ Dining - cum- Drawing Room, _____ Kitchen, _____ Toilets and _____ Balcony, with all fittings & fixtures, measuring super - built up area of about _____ sq. ft . , be the same or a little more or less, having Marble Flooring, on the _____ FLOOR of the Storied Building, along with the Car Parking Space specifically marked as..... 120 sq. ft . , be the same or a little more or less, located in the lying and situated in Mouza - Shibpur, Police Station – A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41,, which is more and fully described in the **First Schedule** hereinabove and together with the common facilities and proportionate share of common paths and areas comprised in the said Building, which is more, fully and particularly mentioned, described, enumerated, provided in the **Third Schedule** below and with the undivided proportionate and impartible share or interest in the **said land** and the **said Flat/ Property** is delineated in the Sketch Plan or Map annexed hereto and demarcated with **RED** border and the aforesaid Sketch Plan or Map is treated as a part of this Deed of Agreement for Sale.

SCHEDULE - 'C'

[PAYMENT PLAN]

The Total Price of the Apartment as mentioned in Clause 1.2 above shall be paid by the Allottee to the Promoter in installments as mentioned below.

<u>Particulars</u>	<u>Percentage of Total Price</u>	<u>Amount (Rs.)</u>
On Booking		
At the time of execution of Agreement for Sale	15% (including Booking Amount)	
Within 45 days of execution of Agreement for Sale	5%	
On Completion of 1 st Floor Roof Casting	10%	
On Completion of 2 nd Floor Roof Casting	10%	
On Completion of 3 rd Floor Roof Casting	10%	
On Completion of 4 th Floor Roof Casting	10%	
On Completion of Brick Work of Apartment	10%	
On Completion of Flooring of Apartment	10%	
On or Before Possession of the Apartment	10%	
At the time of execution of Deed of Conveyance	10%	

SCHEDULE - 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

<p><u>Structure</u></p>	<p>: Building shall be erected on RCC foundation and frame structure.</p> <p>All external walls shall be 200 mm. thick using 1:6 cement sand mortar.</p> <p>All internal partition wall shall be 100 mm. thick in 1 : 4 cement sand mortar.</p> <p>Surfaces of concrete and Brick wall shall be finished with cement sand plaster.</p>
<p><u>Doors,</u> <u>Windows</u></p>	<p>Sal wooden (Malaysian) frame using 100 mm. x 65 mm. wooden section for all Doors and 75 mm. x 65 mm. section for Toilets & Kitchen Door shall be provided.</p> <p>Solid core phenol resin bonded flush type door shutter - 35 mm thick teak finished or laminated for Entrance, 32 mm. thick Teak or laminated finish for Bed Rooms, Kitchen & Balcony shall be provided.</p> <p>25 mm. thick PVC door shall be provided in Toilets.</p> <p>Door shutters shall have the following fittings: - Godrej lock at Entrance and Bed Room doors.</p> <p>Aluminium tower bolt for all doors.</p> <p>Steel door stopper for all doors.</p> <p>Window with sliding Powder Coated Aluminium</p>

	Shutter.
<u>Electrical wiring & Points</u>	<p>: All electrical wiring shall be laid within PVC conduits concealed and embedded within the Brick wall, using good quality insulated copper cable including providing M. S. Box, Modular board and Modular switch.</p> <p>Following electrical points shall be provided:</p> <p>In BR : 2 Light points on wall, 1 foot light point, 1 ceiling fan point, 1×5 Amp. plug point with switch, 1 electronic regulator on board</p> <p>In Liv./ Din. hall : 3 light points, 2 ceiling fan points, 1 × 5 A plug point with switch on board, 1 × 15 A plug point with switch, 1 TV Point & Telephone point, 2 electronic regulator on board.</p> <p>In Kitchen : 1 light point, 1 x 5 A plug point for Exhaust Chimney. 1 x 5 A plug point for water filter, 1 x 15 A plug point with switch.</p> <p>In Toilets : 1 light point, 1 Exhaust Fan points in both Toilets and 1 x 15 A point for Geyser in both Toilets.</p> <p>In Balcony : 1 light point.</p> <p>A.C. m/c. point : 1 in all Bed Room & Living Dining Hall.</p>

		<p>Call Bell switch at Entrance.</p> <p>1 x 15A point for washing m/c at A suitable position.</p>
<u>Sanitary & Plumbing</u>	:	<p>All internal plumbing lines for water circulation shall be of SUPREME / ASIRVAD make C PVC pipes & fittings and rigid PVC pipes & fittings for external use.</p> <p>110 mm. dia "SUPREME" brand pipes and fittings shall be used for sewer, waste and storm water discharge lines.</p> <p>UPVC Pipes shall be used for underground drainage lines.</p>
<u>Sanitary Fittings & Fixtures</u>	:	<p>White vitreous European type W.C. with white flushing cistern, PVC flush pipe, white PVC seat cover, white vitreous hand wash basin with Pedestal and PVC flush pipe shall be provided in both Toilets. C.P. concealed stop cock, C.P. Bib cock, C.P. Hot & Cold Water Mixer, C.P. Pillar cock for Basin, C.P. shower arm with rose shall be provided in both Toilets. Plain Mirror shall be provided in both Toilets.</p>
<u>Kitchen finish</u>	:	<p>The cooking counter top shall be finished with polished Black Granite stone laid over 50 mm. thick RCC Slab stone and fitted with S.S. single bowl Sink.</p>

		<p>Sink shall be fitted with one C. P. Bibcock, PVC waste pipe.</p> <p>One C. P. bibcock shall be provided extra be low Sink for washing purpose. Dungri Marble in Floor and Skirting.</p>
<u>Floor finish</u>	:	600 x 600 mm. size Vitrified Tiles in floor and skirting for all Bed Rooms, Living Dining Hall, Balcony, Dungri Marble in Toilets.
<u>Dado finish</u>	:	Ceramic Tiles 450 x 300 of reputed brand for Dado 1800 mm. height from skirting level in Toilets and 600 mm. height from counter top in kitchen shall be provided.
<u>Internal surface finish & painting</u>	:	Internal surfaces of wall & ceiling inside the Apartment shall be finished with white Putty. All doors & windows with Grill shall be painted with Syn. enamel paint of reputed brand. External wall surfaces of the building shall be finished with Acrylic paint.
<u>Roof Treatment</u>	:	25 mm. thick Mosaic Tiles will be laid with lime and surki underbed.

SCHEDULE – ‘E’

(Common Areas and Common Parts appurtenant to the Apartment)

1. Entrance Lobby.
2. Staircase, Lift and Landings on all the floors.

3. Staircase Head Room & Lift Machine Room / Terrace.
4. Common installations on the roof above the top floor.
4. Rising Main Electrical lines from CESC installation to the D.B. inside the unit.
5. Electrical control Main Switch & Meter.
6. Main lines for Telephone & Antenna.
7. Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/Terrace.
8. Overhead Water Storage Tanks.

(COMMON AREAS AND COMMON PARTS OUTSIDE THE BUILDING)

1. Open Passage from the Municipal Road to Lobby and Staircase Entry.
2. Open area at Front, sides & Rear of the Building.
3. Boundary wall and Gate at entry to the premises.
4. Electrical wirings for open area lighting & pump operation.
5. Septic Tank.
6. Underground sewage and storm water and waste water drainage & Surface Drain.
7. Water distribution Network including Pumpset.
8. Semi underground Water Storage Tank & Pump Room.
9. Sewage, Sewerage & Storm Water outlet pipes on the exterior faces of the building.

10. Fire Services network including u/g reservoir, Pump Sets, Pipe lines and equipments.

SCHEDULE – ‘F’

(MAINTENANCE OF COMMON PORTIONS, COMMON AREAS, COMMON PARTS AND

COMMON FACILITIES)

1. The RCC Frame structure from Foundation to Roof, peripheri walls, lobby, corridors, stairs, passages, entrance and exit through the gate fixed on the Boundary wall, open areas on all sides of the building.
2. The underground & overhead water reservoir, septic tank & drainage, pumps and motor with electrical installation, pipes and in general, all apparatus and installations existing for common use.
3. The roof and parapet walls of the building, Lift Well & Lift Machine Room, all open area surrounding the building.
4. Common Services, such as water supply, running of Lift, installing and running of pump, lighting and cleaning of the common areas etc.
5. Such other common facilities as may be specifically provided for.

SCHEDULE – ‘G’

(COMMON EXPENSES)

1. The expenses of maintaining, repairing, re-decorating (without affecting the RCC Frame Structure & elevation) of the main structures with roof and the outer faces

of the building and in particular the shutter, rain-water, soil and other pipes and electric wires in under or upon the building to be enjoyed or used in common with the Occupiers / Purchasers of other Flats and the main entrance, passages, landings, lift and stair-case of the building enjoyed in common with the Occupiers / Purchasers of the other Flats in the said building.

2. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair-cases etc., and the other parts of the building.
3. The salaries of Jamadars, Care-takers, durwans, office clerks, bill collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
4. The cost of working and maintenance of pump, common lights and services.
5. All expenses of common services and in connection with common areas and facilities.
6. Insurance of the building against earth-quake, fire, violences, riots and other natural calamities, if such insurance is made.
7. Such other expenses as are necessary and incidental to the maintenance and up-keep of the premises to be decided by the Holding Organisation.

SCHEDULE – ‘H’

(EASEMENT)

1. The common areas, common parts and common facilities mentioned in the Schedule – ‘E’ hereto shall at all times to be held jointly by the Owners and/or

occupiers of the different portions of the said land and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any floor and/or Apartment and/or space in the said land shall be entitled to make a partition or division thereof or claim to have any exclusive or special right to any portion thereof, no owner or occupier of any portion of the said land shall use or allow to be used any part of the common area particularly the stair-case, lift and stair landings in any manner other than the purposes for which they exist.

2. The allottee/purchaser shall not use the said Apartment for any purpose whatsoever other than residential purpose and shall not use the said Apartment in such manner as may cause or likely to cause nuisance or annoyance to the owners and/or occupiers of any other Flat in the premises.
3. Each owner or occupier of Apartments in the premises shall use the said common areas and facilities for the purpose they are intended without hindering or encroaching upon the same or upon the lawful rights of owners and occupiers of other Apartments in the premises.
4. The management and control of the said land and the said five storied building shall remain vested in the Holding Organization to be formed by the owners of the Apartments of the building as per provisions of the Bye Laws of the Holding Organization.

5. It is obligatory upon the allottee/purchaser of the said Apartment to make payment of the liabilities herein before mentioned to the said Holding Organization to whom the control and management for the maintenance of the common areas of the land shall remain vested.
6. Upon the Municipal rates payable in respect of the said land being apportioned and separate rate bills in respect of the apportioned share (both owner's and occupiers' shares) in respect of his/her said Apartment being issued by the Municipality and also upon the said Apartment being separately assessed by the Howrah Municipal Corporation and separate bills being issued, the liability of the Allottee/Purchaser for payment of Municipal tax shall cease. The Allottee/Purchaser shall however regularly and punctually pay all such rate bills and keep the Association of the Apartment Owners secured therefrom and the allottee/purchaser shall go on paying the monthly maintenance charges regularly.
7. In case any amount is realised from the Vendor or the Promoter/Developer or the Association by the Howrah Municipal Corporation or by any authorities of the State of West Bengal or the Central Government towards any betterment in respect of the open drain or anywhere in connection with the said premises hereafter the said Holding Organisation will be entitled to collect all the said dues

from the respective Apartment Owners and pay the same to the Promoter/Developer as the case may be.

8. The Allottees/Purchasers shall at their cost maintain the said Apartment in proper states of repair and shall abide by all laws, bye-laws and rules and regulations as per provisions of the West Bengal Apartment Ownership Act, 1972.
9. The Allottee/Purchaser shall from time to time and at all times keep the said Apartment in good state of repairs and shall whenever necessary support and protect the same at their own cost.
10. The Allottee/Purchaser shall not at any time demolish or damage or allow to be demolished or damaged any portion of the said Apartment nor shall make any addition or alteration thereto, which may prejudicially affect the safety or security of the said premises or any portion thereof or alter the elevation of the said Apartment or Floor Space.
11. No owner of any portion of the said building shall do any act which may be prejudicial to the soundness or safety of the building or may in any way impair any easement or make any material change in the portion of the building purchased by him.
12. Each owner of different Apartment in the said building shall be entitled to apply for and to have such portion separately assessed in so far as the same is permissible in law.

IN WITNESS WHEREOF the parties hereto have set and subscribed each of their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of WITNESSES :-

1)

2)

SIGNATURE(S) OF ALLOTTEE(S)

SIGNATURE OF PROMOTER

Drafted by me

Advocate

High Court, Calcutta

Enrolment: _____

MEMO OF CONSIDERATION

RECEIVED of and from the within named ALLOTTEE(S) the within mentioned total sum of Rs. _____/- (Rupees _____ only) being the Part

Payment towards the Total Price of the Apartment as per memo here under written.

MEMO OF CONSIDERATION

Cheque No. _____ dated _____ of _____ Rs. _____/-
_____ Bank, _____Branch.

Cheque No. _____ dated _____ of _____ Rs. _____/-
_____ Bank, _____Branch.

TOTAL = _____
Rs _____/-

(Rupees _____ only)

Witnesses :

1.

2.

Signature of

Mr. TAPAN KUMAR BANERJEE

Representative of the

Promoter/Confirming Party

