

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this _____ day of _____, 2025

BY AND BETWEEN

MAA KAMAKHYA DEVELOPERS, (PAN: ABQFM1358L), a partnership firm (Registration number- ICEO112023002531), having its office situated at C/o Ashok Jindal, Beguntary More, Post Office: Jalpaiguri, Police Station: Kotwali, District: Jalpaiguri, PIN- 735101, West Bengal, India, represented by its **Authorized Signatory and Partner**, _____ (PAN: _____), (Aadhaar No. _____), son of _____ by occupation, residing at _____,

hereinafter referred to as the **"Owner/Promoter"** (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 assigns).

AND

(1) _____ (PAN _____), (Aadhaar No. _____), (Mobile No. _____), of _____, aged about: _____ years, by nationality: **Indian**, by occupation: _____, residing at _____, **Post** _____

Office: _____, Police Station: _____, West Bengal, India, and (2) _____ (PAN _____), (Aadhaar No. _____), (Mobile No. _____), of _____, aged about: _____ years, by nationality: **Indian**, by occupation: _____, residing at _____, Post Office: _____, Police Station: _____, West Bengal, India, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns);

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- A (i) THAT the Owner/ Promoter above named acquired the ownership with possession over a plot of land measuring 213.07 (Two One Three Point Zero Seven] Decimals by purchasing the same for valuable consideration and free from all encumbrances from: **(1) Basbhumi Builders & Promoters Private Limited**, a company registered under the provisions of the Companies Act having its registered office situated at 41, PC Sarkar Sarani, Post Office and Police Station: Gariahat, District: Kolkata [West Bengal] PIN: 700019

represented through one of its director and authorised signatory, namely Sri Sankar Sarkar son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office: Rajpur, Police Station: Sonarpur, District: South 24 Pargana PIN: 700149; **(2) Silver Bay Hotels and Resorts Private Limited**, a company registered under the provisions of the Companies Act having its registered office situated at 41, PC Sarkar Sarani, Post Office and Police Station: Gariahat, District: Kolkata [West Bengal] PIN: 700019 represented through one of its director and authorised signatory, namely Sri Sankar Sarkar son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office Rajpur, Police Station: Sonarpur, District: South 24 Pargana, PIN: 700 149; and **(3) Sri Sankar Sarkar**, son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office Rajpur, Police Station: Sonarpur, District: South 24 Pargana, PIN: 700149, by virtue of a Deed of Conveyance executed on 28th day of October, 2021 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 0701-2021, Page from 93523 to 93556, being No. 070103985 for the year 2021;

- (ii) ADDITIONALLY, the Owner/ Promoter above named also acquired the ownership with possession over one another plot of land measuring 165.4 (One Six Five Point Four) Decimals by purchasing the same for valuable consideration and free from all encumbrances from: **(1) Sri Sankar Sarkar**, Son of Late Gopal Chandra Sarkar; and **(2) Sri Sanjib Sarkar**, Son of Sri Sankar Sarkar, both resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office: Rajpur, Police Station: Sonarpur, District: South 24 Pargana, PIN: 700149 by virtue of a Deed of Conveyance executed on 28th day of October, 2021 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 0701-2021, Page from 93584 to 93610, being No. 070103986 for the year 2021;
- (iii) THAT the above named Basbhumii Builders & Promoters Private Limited previously acquired the ownership with possession the said plots of land measuring 4.98 Bighas or 99.60 Kathas (from and out of the aforesaid 213.07 Decimals appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar; (5) Sri Sarojit Majumdar, Son of Late Ranjit Kishore Majumdar; (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all resident of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal], by virtue of a Deed of Sale executed on 20th day of April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 606 to 624, being No. 01841 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented

through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];

- (iv) AND that the above named Silver Bay Hotels and Resorts Private Limited, previously acquired the ownership with possession over a portion of the said plots of land measuring 3.70 Bighas or 74 Kathas (from and out of the aforesaid 213.07 Decimals, appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 625 to 642, being No. 01842 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];
- (v) AND that the above-named Sri Sankar Sarkar previously acquired the ownership with possession over plots of land measuring 4.454 Bighas or 89.08 Kathas (from and out of the aforesaid 213.07 Decimals, appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th day of April 2012 and registered

at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 643 to 660, being No. 01843 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];

- (vi) AND that the above-named Sri Sanjib Sarkar previously acquired the ownership with possession over a plots of land measuring 4.422 Bighas or 88.44 Kathas (appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri [West Bengal]) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th day of April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 661 to 678, being No. 01844 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];
- (vii) THAT in view of the above, the Owner/ Promoter above named is the absolute owner and in possession of the said plots of land measuring 3.7847 acres of land in Mouza Kharia, Post Office and District: Jalpaiguri within Police Station: Kotwali, West Bengal and continues to have absolute permanent heritable and transferable right, title, interest and possession therein and that the said plots of land/properties are free from all encumbrances and charges whatsoever;
- (viii) THAT soon after purchasing the said plots of land, the Owner/ Promoter got the said plots of land mutated in its favour in the records of the Land Department, that is at the office of the Block Land & Land Reforms Officer, Sadar, Jalpaiguri

and one LR Khatian being No. 269 in respect of LR Plot Nos. 235, 236, 259, 260, 261, 263, 271 and 272 (Nine Numbers of plots of land) for total 3.7847 Acres of land under JL No. 07 Mouza Kharia, within Post Office and District: Jalpaiguri, Police Station: Kotwali, was opened in the name of the vendor above named;

- (ix) THAT subsequently the Owner/ Promoter above named arranged to get the conversion of classification of the said plots of land, from Dahala to Housing Complex and that the classification of the said plots of land measuring 3.7847 Acres of land was also allowed to be changed/converted vide application dated: 22.11.2021 of the vendor above named as per Letter/Memo No. 305/LMS-II/DLLRO/JAL/21 of dated: 10.12.21 vide Case No. CN/2021/0702/757 under Section 4C of the West Bengal Land Reforms Act, 1955 as amended up to date with the provisions of Rule 5A of the West Bengal Land Reforms Rules, 1965;
- (x) THAT the Owner/ Promoter above named had/has also arranged to get the mutation of the holding in its name in the Municipal Assessment Registered bearing Holding No. 52/51/106. of Netaji Para, Ward No. 25 of Jalpaiguri Municipality, Jalpaiguri [West Bengal];
- (xi) THAT the Owner/ Promoter above named has also obtained Building Permit vide Building Permit Number SWS-OBPAS/0502/2024/0042 of dated 03.01.2025 from the office of Jalpaiguri Municipality, Jalpaiguri pursuant to its application dated 24.01.2024;

- B. The Owner/Promoter is developing a building complex, christened as "**KRISHNA HEIGHTS**", comprising two residential buildings with allied facilities (hereinafter collectively referred to as the "**Project**") on a portion of the land acquired by the Owner/Promoter as mentioned in **Clauses (i) and (ii)** of Paragraph A above.

The said portion of land, on which the Project is being developed, shall hereinafter be referred to as the "**Project Land**", and is **forming part of the larger land measuring 378.47 decimals or 3.7847 acres**. The Project Land is more fully described in **Part-I of Schedule-"A"** herein and is delineated by a RED boundary line in the Map/Plan annexed hereto and marked as **Annexure- "I"**.

- C. The Project comprises of: two residential buildings (comprising of seven floors each) known as Tower 1 and 2 respectively and various common facilities and amenities, which are dedicated to and intended for use and enjoyment in common by all the allottee(s) of the Project. These areas, amenities, and facilities are more particularly described in Schedule-"D" (hereinafter referred to as the "Project Common Areas").
- D. The Owner/Promoter has obtained from Jalpaiguri Municipality the final layout plan and approvals for the Project which is an integrated and composite single layout and building plan (having Building Permit No. SWS-

OBPAS/0502/2024/0042), dated 03.02.2025, sanctioned for the Project Land. The Owner/Promoter agrees and undertakes that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.

- E. The Owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("Authority") at _____, no. _____.
- F. The Owner/Promoter is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title, and interest of the Owner/Promoter regarding the Project Land on which the Project is to be constructed have been completed.
- G. The Allottee had applied for an apartment in Building/Tower ____ of the Project vide Application No. _____, dated _____, and has been allotted ALL THAT residential Apartment No. _____, having carpet area of _____ Square Feet [corresponding to super built-up area of _____ Square Feet), more or less] Type _____ altogether located on _____ floor in Tower No. _____ within the Project TOGETHER WITH exclusive right to park vehicle in Number of _____ parking space, measuring _____ Square Feet, as permissible under the applicable law, shall be earmarked, identified, and allotted by the Owner/Promoter at a later date through issuance of an allotment letter in terms of this Agreement AND TOGETHER WITH the pro rata undivided, impartible, and variable share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act, parts, portions, installations, and facilities of the Project in common with the remaining allottees of Project and the Owner/Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in Schedule-"D" hereto (hereinafter collectively, referred to as the "Apartment"), more particularly described in Part-"II" of Schedule-"A" and the Floor Plan of the Apartment is described in Schedule-"B" and annexed hereto as Annexure-"II".

The Allottee hereby agrees with the Owner/Promoter that the Project Common Areas dedicated in the Project shall be used exclusively by the allottees in the Project along with the Owner/Promoter for the unallotted apartments therein.

- H. The Parties have gone through all the terms and conditions set out in this Agreement for Sale and understood the mutual rights and obligations detailed herein and on or before execution of this Agreement for Sale, the Allottee has examined or has caused to be examined the following, and the Allottee has fully satisfied himself/itself as to: (i) the floor plan, area and other dimensions and specifications of the Apartment; (ii) the layout plan and sanctioned plan of the Project and the Tower containing the apartment; and (iii) the terms, conditions, covenants,

stipulations, restrictions, reservations, and obligations, subject to which this Agreement for Sale is being executed; and the Allottee has further agreed, represented, and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever.

- I. The Parties hereby confirm that they are signing this Agreement for Sale 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 for Sale and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sale and the Allottee hereby agrees to purchase of the Apartment and the exclusive right to use the Parking Space(s) (defined below) as specified in paragraph G above of the recitals, herein above.

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 for Sale, the Owner/Promoter agrees to sale to the Allottee, and the Allottee hereby agrees to purchase the Apartment as specified in recitals, above.

1.2. The total price of the Apartment based on the Carpet Area is Rs. _____/- (**Rupees** _____ only) ("**Total Price**"). The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price	
Part I (Consideration)	
Particulars	Amount (Rs.)
Tower No. _____ Apartment No. _____ Type _____	

Floor _____	
Garage/Closed Parking (if/as applicable)	
Total	
Part II (Other Charges & Deposits)	
Particulars	Amount (Rs.)
Generator, Electricity & Infrastructure Charges	
Documentation and legal charges	
Total	
Taxes	
Grand Total (Part I + Part II + Taxes)	

EXPLANATION:

- i. The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment.
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of 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 Owner/Promoter, by whatever name called) up to the date of handing over the possession of the Apartment;

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Owner/Promoter shall be increased/reduced based on such change/modification;
- iii. The Owner/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 intimation. In addition, the Owner/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 the Apartment includes recovery of price of the Apartment, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment(s), lift, water line and plumbing, finishing with POP putty, flooring as specified, doors, windows, fire detection and firefighting equipment in the Project Common

Areas, maintenance charges as per **Clause 11** etc. and includes cost of all other facilities, amenities and specifications to be provided in the Apartment and the Project as per **Schedule-"D"** and **Schedule-"E"** hereto and also the other charges/deposits etc. more particularly mentioned in the Total price as detailed in Clause 1.2 hereinabove.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the local authority/Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by local authority/Competent Authority or any other authority from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ taxes imposed by the competent authorities, the Owner/ 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.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-"C"** (hereinafter referred to as the "**Payment Plan**").
- 1.5. It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans ,amenities and specification of fixtures described herein at Schedule-"E" in respect of the Apartment and the Project, as the case may be, without the previous written consent of the Allottee. Provided that the Owner/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.
- 1.6. The Owner/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Tower is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Apartment shall be revised accordingly at the rate confirmed by the Owner/Promoter. If there is any reduction in the Carpet Area beyond the defined limit, then the Owner/Promoter shall refund the excess amount paid by the Allottee within 45 (forty-five) days with interest at the rate as prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted to the Allottee, the Owner/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-"C"**. All other rights and obligations shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement for Sale.
- 1.7. Subject to paragraph 9.3, the Owner/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 together with the proportionate, indivisible, undivided, impartible interest in the Project Common Areas;
 - ii. The Allottee shall also have undivided, indivisible and variable proportionate share of the Project Common Areas which pertains to both: the Tower/Building in which the Apartment is situated and the undivided proportionate share/interest of Allottee in the Project Common Areas is undivided and impartible and shall always remain undivided and impartible with the other allottees/occupants of the Project. The maintenance of the Project Common Areas shall be the responsibility of the association of allottees or as per the provisions of maintenance charges which are applicable. It is clarified that since the Owner/Promoter shall be handing over the possession of the Project Common Areas to the association of the allottees as provided in the Act.
 - iii. That the computation of the Total Price of the Apartment includes recovery of consideration of the land, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Project Common Areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as provided in **Schedule-"D"** and **Schedule-"E"** hereto;
- 1.8.** It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment along with exclusive right to use Parking Space(s) (defined below) as specified in **paragraph-G** hereinafter shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project covering the Project Land on which the Project is being developed. It is clarified that the Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the allottees of the Project, subject to payment of maintenance and management charge in respect thereof.
- 1.9.** It is understood by the Allottee that all other areas i.e., areas and facilities falling outside the Project, namely "-----", 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.
- 1.10.** The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which has been collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, property taxes, water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and liabilities payable to banks, financial institutions or authorities before transferring the Apartment to the Allottee). If the Owner/Promoter fails to pay all or any of the outgoings collected from the

Allottee, or any liability, mortgage, encumbrance before transferring the Apartment to the Allottee, the Owner/Promoter agrees to be liable, even after such transfer, for the payment of such outgoings and liabilities payable to competent authorities, banks or financial institutions and accordingly to indemnify the Allottee in case of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum of **Rs. _____/- (Rupees _____)** being part payment towards the Total Price of the Apartment at the time of application. The receipt of which the Owner/Promoter hereby acknowledges, and the Allottee hereby agrees to pay the balance amount of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule-"C"** as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement for Sale and Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on a demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan described in Schedule-"C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "_____", payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws and provide the Owner/Promoter with such permissions, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement for Sale. 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.

3.2. The Owner/Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Owner/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 for Sale, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately. The Allottee shall be responsible

for furnishing all information and declarations as may be required by the concerned authorities, banks and financial institutions from time to time. The Owner/Promoter shall not be responsible towards any third party remittances on behalf of the Allottee and such third party shall not have any right in the entitlement/allotment of the Apartment acquired for herein in any way. The Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPORTION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project/. Similarly, the Allottee shall make timely payments of instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale subject to the simultaneous completion of construction by the Owner/Promoter as provided in **Schedule-"C"("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the offered specifications amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and layout plans [annexed with this Agreement for Sale] which has been approved by the Competent Authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities mentioned herein. Subject to the terms of the Agreement for Sale, the Owner/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 local and other authorities and shall not have the right to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, Rules/Regulations framed under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement for Sale.

7. POSSESSION OF THE APARTMENT:

- 7.1. Schedule for possession of the Apartment:** The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement for Sale. The Owner/Promoter, based on the approved plans and specifications, agrees to hand over possession of the Apartment No. _____ to the Allottee on _____, unless there is delay or failure due to any reason not attributable to the Owner/ Promoter including but not limited 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 Owner/Promoter shall be entitled to an extension of time for delivery of possession of the Apartment.

Provided that Force Majeure conditions are not of a nature which make it impossible for the project to be completed. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allottee within 45 (forty-five) days. The Owner/Promoter shall intimate to 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 the Allottee shall not have any rights, claims, etc. against the Owner/Promoter and the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement for Sale.

- 7.2. Procedure for taking possession:** The Owner/Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement for Sale, to be taken within 3 (three) months from the date of issue of such notice and the Owner/Promoter shall give possession of the Apartment to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation as part of the Owner/Promoter. The Allottee agrees(i) to pay the maintenance charges as determined by the Owner/Promoter/ Association of the Allottees, as the case may be. The Owner/Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the respective tower/s, as the case may be of the Project.
- 7.3. Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Owner/Promoter as per paragraph 7.2 above, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Sale, and the Owner/Promoter shall give

possession of the 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 and other charges as applicable.

- 7.4. Possession by the Allottee:** After obtaining the Completion Certificate or partial completion certificate, as the case may be, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including Project Common Areas, to the Association of the allottees or to the Competent Authority, as the case may be, as per the local law.

- 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 Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be refunded by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation.

- 7.6. Compensation:**

The Owner/Promoter shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the portion of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the applicable law and the claim for compensation shall be made as per the terms of this Agreement for Sale and under the law for the time being in force.

Except for occurrence of any Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement for Sale, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate specified in the Rules within 45 (forty-five) 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 Owner/Promoter shall pay the Allottee interest at the rate specified in the Rules of the Act for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

- i. The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land; requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Owner/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 Project Land, except mortgage and hypothecation created for the development of the Project;
- iv. There are no litigations presently pending before any Court of law with respect to the Project Land or the Apartment.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall remain, to be in compliance with all applicable laws in relation to the Project, Project Land, the Tower(s) and the Apartment and the Project Common Areas;
- vi. The Owner/Promoter has the right to enter into this Agreement for Sale and have 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/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, which may affect the rights of Allottee under this Agreement for Sale;
- viii. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling of the Apartment to the Allottee in the manner contemplated in this Agreement for Sale.
- ix. At the time of execution of the Deed of Conveyance, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be;
- x. The Project Land is not the subject 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 Project Land;

- xi. The Owner/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority. The Owner/Promoter, however, will not pay municipal taxes and other levies with respect either to the Apartment or the taxes, levies cess proportionate to its share/interest in the Project Common Areas on and from the Deemed Date of Possession of the Apartment.
- 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 Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land which would affect the performance of the Agreement.
- xiii. The Project Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in paragraph 7.1. For the purpose of this paragraph '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 Owner's/Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to the Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter will not be entitled to cancel the allotment for this reason. Upon handing over of the possession of the Apartment, the Allottee be required to make the next payment without any penal interest;
- ii. The Allottee shall have the option of terminating this Agreement for Sale in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any heads 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 for Sale, he shall be paid, by the Owner/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) demands made by the Owner/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 Owner/Promoter on the unpaid amount as 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 (as referred to 9.3(i) above) after notice from Owner/Promoter in this regard, the Owner/Promoter may 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 the statutory taxes, if any, this Agreement for Sale shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale at the instance of Owner/Promoter or the Allottee, as the case may be, the Owner/Promoter shall be at liberty to execute, present for registration and get recorded any other deed of cancellation and the Allottee shall cease to have any right title or interest of any nature whatsoever over the Apartment. No claim of refund on account of the factored period mentioned in the cancellation notice and/or termination issued by the Owner/Promoter or the Allottee, as the case may be.

10. **DEED OF CONVEYANCE OF THE APARTMENT:**

The Owner/Promoter, on receipt of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Project Common Areas within 3 (three) months from the date of issuance of Occupation/Occupancy Certificate/ Completion Certificate/partial OC/partial CC/block wise OC/block wise CC or such other certificate by whatever name called and issued by the competent authority. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. as demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner/Promoter to withhold registration of the deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter by the Allottee. The Allottee

shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE TOWERS/APARTMENT/PROJECT:

The Owner/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 Purchasers. 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 Owner/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Promoter within a period of five (5) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Project 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 Owner/Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Project Common Areas and facilities, garage/covered/closed parking spaces for providing necessary maintenance services and the Allottee further agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise (emergency repairs), with a view to set right any defect.

15. USAGE:

The ground floor and other service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, STP (if any), underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, except for the earmarked areas 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:

- 16.1.** Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Tower, or the 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 addition 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 Block is not in any way damaged or jeopardized.
- 16.2.** The Allottee further undertakes, assures, and guarantees that it will not put any signboard/name plate, neon light, publicity material, or advertisement material etc., on the face/facade of the Tower/Building or anywhere on the exterior of the Project or Project Common Areas. The Allottee shall also not change the colour scheme of the outer walls or balcony or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. The Allottees will not change, modify, or change the colour scheme of the main door of the Apartment opening to the lobby/common corridor. 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 Project/Tower. The Allottee shall also not remove any wall, including the outer and load-bearing wall of the Apartment.
- 16.3.** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of the allottees and/or maintenance agency appointed by the 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 Sale for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Tower/Building in particular and the Project in general. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she takes over for occupation and use the 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 Owner/Promoter undertakes that it has no right to make additions to or put up additional structures in the Project after the building plan has been approved by the competent authority and disclosed, except as provided in the Act.

19. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Owner/Promoter executes this Agreement for Sale, they 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 herein and liabilities 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 Owner/Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Owner/Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal

21. BINDING EFFECT:

Forwarding this Agreement for Sale to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement for Sale 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 Registrar/Sub-Registrar/Registrar of Assurances, as and when intimated by the Owner/Promoter through Email. If the Allottee fails to execute and deliver to the Owner/Promoter this Agreement for Sale within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/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 for Sale, along with its schedules and annexure constitutes the entire Agreement for Sale 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 Apartment.

23. RIGHT TO AMEND:

This Agreement for Sale 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 Project shall equally be applicable to and enforceable against any subsequent allottee(s), i.e., in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1. The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Sale, waive the breach by the Allottee in not making payments as per the Payment Plan Schedule/CRC including waiver of the payment of any interest for delayed payment. It is made clear and so agreed by the Allottee that any waiver as may be granted by the Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Owner/Promoter. Owner/Promoter to exercise such discretion in the case of other allottees.

25.2. Failure on the part of the Owner/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 for Sale shall be determined to be void or unenforceable under the Act or the Rules and the Regulations made thereunder or under other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and enforceable as applicable at the time of execution of this Agreement for Sale.

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

Wherever in this Agreement for Sale it is stipulated that the Allottee has to make any payment, in common with other allottees in the 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:

Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement for Sale 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 for Sale shall be completed only upon its execution by the Owner/Promoter through their authorized signatories at the Owner's/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Allottee, in Jalpaiguri after the Agreement for Sale is duly executed by the Allottee and the Owner/Promoter. Simultaneously with the execution, the said Agreement for Sale shall be registered at the Office of the concerned Sub-Registrar, West Bengal. Hence, this Agreement for Sale shall be deemed to have been executed at Jalpaiguri, West Bengal.

30. NOTICES:

That all notices to be served on the Allottee and the Owner/Promoter as contemplated in this Agreement for Sale shall be deemed to have been duly served if sent to the Allottee or to the Owner/Promoter by letter through registered post/speed post and/or e-mail (on the e-mail ID provided by the Allottee/Owner/Promoter) which is specified below.

(A) MAA KAMAKHYA DEVELOPERS

Address – C/o Ashok Jindal, Beguntary More, Jalpaiguri, P.S.- Kotwali, P.O.
& District – Jalpaiguri, PIN-735101 in the state of West Bengal.

Email – maakamakhyadevelopers@gmail.com

(B) NAME OF THE ALLOTTEE

Email –

It shall be the duty of the Allottee and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Agreement for Sale 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 Owner/Promoter or the Allottee, as the case may be.

It is further clarified that the abovementioned registered e-mail ID shall be deemed as a mode of communication in respect of the said Apartment.

31. JOINT ALLOTTEES:

That in case there are joint allottees: all communications shall be sent by the Owner/Promoter to the Allottee/s 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 for Sale 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 for Sale, 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 as defined 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. TAXES:

- (i) All prices, rates, fees, and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Owner/Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Owner/Promoter the

certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

35. ASSIGNMENT OF AGREEMENT FOR SALE:

The Allottee cannot assign this Agreement for Sale before expiry of 18 (eighteen) months from the date of execution hereof till the Promoter issuing the Notice of Possession of the Apartment, subject to the following conditions:

- (i) The profile of the assignee is accepted by the Owner/Promoter;
- (ii) An assignment fee equivalent to 3% (three percent) of the Consideration of the Apartment together with applicable taxes if any payable, has been paid to the Owner/Promoter;
- (iii) All amounts agreed to be payable by the allottee(s) intending to assign the Agreement for Sale has already been paid to the Owner/Promoter.

36. MISCELLANEOUS:

36.1. The Allottee Doth Hereby Agree with The Owner/Promoter as follows:

- i. The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Project Common Areas. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants and public. The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- ii. The Allottee shall indemnify and keep indemnified the Owner/Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any laws, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or these presents.
- iii. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal and local taxes, rates, taxes, land revenues, assessments, impositions and outgoings levied or leviable in respect of the said Apartment, proportionate land attributable thereto and in respect of delayed payments, interest charges thereon, and charges as may be demanded from time to time by the concerned authority upon the Apartment and the Project or the Project Common Areas in accordance with the provisions of relevant laws.
- iv. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and to keep the Owner/Promoter saved harmless and indemnified in this regard. In the event, there are any amounts outstanding with respect to water and

electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Project Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.

- v. The Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Apartment and has accepted the floor plan, payment plan and the specifications, terms and conditions described in this Agreement.
- vi. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of Conveyance and/or transfer of the Apartment in favour of the Allottee. The Allottee further agrees to bear and pay applicable stamp duty, registration fee and other legal charges in relation to the registration of the Project with the Competent Authority in general and/or separately conveying the Project Common Areas of the Project to the Association.
- vii. The Allottee acknowledges and agrees that this Agreement for Sale (together with its Schedules and Annexures) constitutes the entire understanding between the Parties and supersedes all prior arrangements, commitments, communications, advertisements, brochures, or other marketing material, whether written or oral, relating to the Apartment and the Project. In case of any conflict between the terms of this Agreement and any marketing/promotional material, the terms of this registered Agreement for Sale shall prevail and be legally enforceable.

36.2. The owner/promoter and the allottee hereby agree and covenant with each other as follows:

- i. That any relaxation and indulgence granted by the Owner/Promoter to the Allottee shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Sale.
- ii. In relation to Clause 7.2 above, the Owner/Promoter clarifies that the notice for possession will be given in writing to the Allottee specifying that the Allottee is required to take possession within 3 (three) months as articulated in Clause 7.2 above. In case the Allottee fails to take physical possession of the Apartment within the date of expiry of the 3rd month of the notice of possession, the Allottee for all practical purposes will be deemed to have taken the possession of the Apartment (Deemed Date of Possession) and will be liable to pay all outgoings fully in respect of the Apartment and proportionately in respect of the Project Common Areas in the manner as agreed herein.
- iii. In relation to Clause 7.3 of this Agreement for Sale, the Allottee agrees, acknowledges, and understands that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the time stipulated by the Owner/Promoter in paragraph 7.2, then, the Allottee shall pay to the

Owner/Promoter a guarding/holding charge at the rate of Rs. ----- (Rupees --- ----) per month. Apart from guarding/holding charges, the Allottee shall continue to be liable to pay maintenance charges as applicable as specified in paragraph 7.2 above and all other outgoings as mentioned in this Agreement for Sale.

- iv. In relation to Clause 7.5 of this Agreement for Sale, the Allottee agrees, acknowledges, and understands that no such right of cancellation without any default on the part of the Owner/Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement. The Allottee agree(s) and undertake(s) that the decision of the Owner/Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Owner/Promoter, the Owner/Promoter herein, will, in addition to forfeiting the booking amount, also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonor of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments, and all other impositions which may be levied by any appropriate authorities ("Cancellation Charges") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Owner/Promoter. Nothing contained in Clause 7.5 and this Clause shall preclude the Owner/Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments, and impositions deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter, and the Allottee shall be free to approach the authorities concerned for a refund of such taxes, charges, levies, cess, assessments, and impositions.

- v. In respect of **Clause 9.3** of the Agreement for Sale, the Allottee expressly acknowledges, understands, and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Owner/Promoter or the Allottee, as the case may be, the Owner/Promoter shall be at liberty to execute, present for registration, and register unilaterally a deed of cancellation, and the Allottee shall cease to have any right, title, or interest whatsoever in the Apartment or Project or the Project Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Owner/Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that he/she shall cooperate and present himself/herself for execution and registration of the Deed of Cancellation as aforesaid.

vi. In relation to Clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- a. The Owner/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner/Promoter.
- b. Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess, and determine the nature of the purported defect the Apartment (which inspection Owner/Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/ Purchaser) alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- c. The Allottee further specifically agrees and understands that the responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:
 - misuse or negligent use;
 - unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
 - cases of force majeure;
 - failure to maintain the amenities/equipment and accidents.
- d. It is understood further by the Parties that the Project as a whole has been conceived, designed, and constructed based on the commitments and warranties given by the Owner/Promoter that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas and amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls, including the RCC structure, which happens due to variation in temperature of more than 20 degrees C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- e. The Allottee also agrees and confirms that the decision of the Owner's/Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments/buildings/wings or defective material being used or regarding workmanship, quality, or provision of service.
- vii. It is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly in accordance with the rules and regulations framed by the Owner/Promoter/association/maintenance agency and without causing any disturbance to the other allottees of the Tower.

36.3. Ongoing Construction:

The Owner/Promoter clarifies that the Project is a large-scale development and there may be tower-wise/partial completion granted by the competent authorities for different towers. The Allottee(s) will be handed over possession of their apartment(s) as and when the tower-wise/partial completion certificate for the respective building(s) is issued by the authorities. Construction work for the remaining building(s)/tower(s) within the Project will continue until the completion certificate for the final tower/building is obtained.

The Allottee understands and accepts that certain construction activities—such as movement of vehicles for loading/unloading of materials, and noise (within limits prescribed by the West Bengal Pollution Control Board)—may continue during this period, and may cause unavoidable inconvenience. Additionally, the Owner/Promoter informs the Allottee that there may be further construction undertaken on lands adjacent to or surrounding the Project land, which may also result in similar inconveniences. The Owner/Promoter shall not be responsible for any such disturbances arising from construction activities either within the Project or in the adjoining areas.

36.4. Additional FAR:

The Allottee understands that the Towers/infrastructure and/or amenities and facilities comprised within the various Towers/Buildings of the Project have been constructed on the basis of sanction of an integrated Master Plan sanctioned on the Project Land as described above and the said plan is impartible and indivisible subject to modifications/revisions to the extent as may be permitted under the applicable law.

During construction of the Project or thereafter, if Floor Area Ratio (FAR) in respect of the Project Land granted by the Jalpaiguri Municipality is increased or there is any unutilised (or balance available) FAR in the existing sanctioned building plan duly approved by the Authority, the Owner/Promoter shall be entitled to use the same in the manner as may be decided by the Owner/Promoter. The Allottee understands that in such a situation, where the Owner/Promoter decides to use the increased FAR, its undivided indivisible interest and share in the Project Land will stand varied accordingly.

36.5. Modification of the portion of the Sanctioned Plan dealing with the Project

The Allottee has entered into this Agreement for Sale with full knowledge that the development of the entire Project by the Owner/Promoter and the Project land is proposed under the integrated sanctioned plan on the Project Land on this Plan duly approved by the local authority vide their letters dated 03.01.2025 (bearing Building Permit No. SWS-OBPAS/0502/2024/0042). By entering into this Agreement for Sale, the Allottee has agreed, the Apartment and the Tower/Building in which the Apartment is situated, shall be developed on the same absolutely and without any demur. Further, the Owner/Promoter (including any of its assignees or nominees) shall have the sole and exclusive right to undertake the development of the sanctioned plan of the Project, its layout plan, specifications of the Tower(s) or Project Common Areas to the end and intent that the Owner/Promoter shall be entitled to undertake to make any and all changes modifications alterations additions of the sanctioned plan, layout plan, specifications of the towers or the Project Common Areas to enhance the experience of the Allottee without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised sanction of such changes, consent, approval or any affirmative action of any nature whatsoever.

It is further clarified that in relation to Paragraph “A(v)” of the recitals and Clause 6 and Clause 18 of this Agreement for Sale, the Allottee agrees, understands and acknowledges that during the course of construction of the Project, the sanctioned plan will be required to be re-validated/re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the allottee(s) to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee (except variation in his interest in the share of the Project Land as explained in 36.4 above) and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

36.6. Environmental Clearance Certificate:

The Allottee understands that the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives its consent to the Owner/Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner/Promoter from the Allottee thereto.

37. SUPPLEMENTARY CLAUSES TO BE READ IN CONJUNCTION WITH MAIN AGREEMENT:

- 37.1. To be Read with Para Whereas:** The allottee has caused necessary due diligence and satisfied himself/itself about the: (i) rights of the Owner/Promoter; and (ii) right & interest of the Owner/Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Project by the concerned authorities and agrees and covenants not to raise any objection with regard hereto.
- 37.2. To be Read with Point No 7.1:** The Allottee acknowledges that cost as GST and deposit with the appropriate authorities concerned shall not be returned by the Owner/ Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- 37.3. To be Read with Point No 7.5:** It is further clarified that all amounts collected as GST/ other outgoings and deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- 37.4. To be Read with Point 9.2:** It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- 37.5. To be Read with Point No 10:** It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Owner/Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.
- 37.6. To be Read with Point No 11:**

Common Facilities

- i. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation.
- ii. The Allottees are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the flat to the purchaser/ flat owner, or date of registration of the said flat (whichever is earlier) and also to comply with the rules and bye-laws of the Association always.

- iii. **Interim Maintenance Period:** During the interim maintenance period—that is, the period after possession of the apartment is handed over to the allottee and before the formal constitution of the Apartment Owners' Association—the promoter may provide maintenance services for the project, including upkeep of all common areas and amenities. During this interim period, the allottee shall be liable to pay such maintenance charges as determined and demanded by the promoter. This arrangement ensures uninterrupted maintenance of common facilities and allows the promoter to recover maintenance costs until the association assumes control. The allottee shall not withhold payment of maintenance charges on the ground that the association has not yet been formed.
- iv. The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common electrical installations, landscaping, driveways, parking areas, lobbies, and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- v. **Façade/ Outside Wall:** The Allotees shall at no time be allowed to make or attempt to make any alteration/change/addition to the flat and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Owner/ Promoter.
- vi. **Default in payment of applicable charges related to common facilities:** Failure to pay applicable charges for enjoyment of some common areas and facilities in the Project by the Owner/ Promoter/ Association within due dates, may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services for such Allottee and shall also make such Allottee liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

37.7. To be Read with Dispute Resolution Point: Notwithstanding the foregoing, if any dispute, difference or claim between the Parties is not within the exclusive jurisdiction of the Adjudicating Officer or the RERA Authority under the Act, or relates to matters beyond the scope of adjudication by the Adjudicating Officer or Authority, such dispute shall be subject to the exclusive jurisdiction of the courts at Jalpaiguri.

[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].

SCHEDULE: “A”

(Part-I)

[Project Land]

All that land measuring 1.425 Acres (5770.11 Sq. Mt.), more or less, appertaining to R.S. Plot No. 91 & 92, corresponding to L.R. Plot No. 262, 263, 271 & 272, recorded in R.S. Khatian No. 2/4, corresponding to L.R. Khatian No. 269, situated at Mouza – Kharia, Pargana- Baikunthapur, under R.S. Sheet No. 13, corresponding to L.R. Sheet No. 81 and situated at Municipal Premises/Holding No. 52/51/106., Netaji Para, Jalpaiguri, PIN-735101, under Jalpaiguri Municipality, Ward No. 25, Police Station - Kotwali, Post Office & District – Jalpaiguri in the state of West Bengal, Road Name- Ashalata Basu Sarani, Road Zone- Ward No. 25 to Ward No. 25, and shown & demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure- “I” and butted and bounded as follows:

NORTH: Land of Maa Kamakhya Developers

WEST: Boundary Wall and 15ft. Wide Non-Metal Road thereafter

SOUTH: Boundary Wall and 15ft. Wide Non-Metal Road thereafter

EAST: Land of Maa Kamakhya Developers

(Part-II)

[Apartment]

ALL THAT residential Apartment No. _____ having a carpet area of _____ Square Feet, corresponding to a super built-up area of _____ Square Feet, located on _____ Floor in Tower No. _____ within the Project TOGETHER WITH the exclusive right to park vehicle in _____ Number of parking spaces, measuring _____ Square Feet, more or less, as permissible under the applicable law, which shall be earmarked, identified, and allotted by the Owner/Promoter at a later date through the issuance of an allotment letter in terms of this Agreement AND TOGETHER WITH the pro-rata undivided, impartible, and variable share in the Project Common Areas, parts, portions, installation, and facilities of the Project in common with the remaining allottees of Project and the Owner/Promoter in respect of the unallotted apartments in the Project.

SCHEDULE-“B”
[FLOOR PLAN OF THE APARTMENT]

Apartment No. _____ **Together With** an exclusive balcony and which has been more fully and particularly described in Part-“II” of Schedule-“A” appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as Annexure-II and duly bordered thereon in colour RED.

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SCHEDULE-“C”
[PAYMENT PLAN]

Milestone	Amount (*plus applicable taxes)
At the time of Booking	10%
At the time of foundation of respective tower	15%
At the time of Ground Floor casting of respective tower	7.5%
At the time of 1 st Floor casting of respective tower	7.5%
At the time of 2 nd Floor casting of respective tower	7.5%
At the time of 3 rd Floor casting of respective tower	7.5%
At the time of 4 th Floor casting of respective tower	7.5%
At the time of 5 th Floor casting of respective tower	7.5%
At the time of 6 th Floor casting of respective tower	7.5%
At the time of 7 th Floor casting of respective tower	7.5%
At the time of brickwork of respective flat	5%
At the time of plaster of respective flat	5%
At the time of registry	5%

SCHEDULE-"D"
[PROJECT COMMON AREAS / AMENITIES]

1. Common driveway/road in the Project;
2. Entry & Exit Ramps;
3. Fire Fighting System
4. Electrical meter room;
5. Staircase, lift access and lobby on all floors;
6. Common entry on ground floor;
7. Water pump, water tank, water pipes & common plumbing installation
8. Drainage and Sewerage
9. Sewerage Treatment Plant area;
10. Ultimate Roof area;
11. Swimming Pool
12. Gymnasium
13. Community Hall

SCHEDULE-"E"
(SPECIFICATIONS WHICH ARE PART OF THE APARTMENT]

- Super Structure: RCC Framed Structure.
- Wall: Bricks Masonry or AAC Blocks with Plaster and Wall Putty on internal walls. External cement paint.
- Flooring & Finish: Vitrified tiles in living, dining, kitchen & in all bedrooms. Non-skid tiles in toilet.
- Granite Kitchen slab with stainless steel sink.
- Electricals: Concealed copper wiring and modular switches, TV point in living room / master bedroom.
- Sanitary & Plumbing: Sanitary wares & cp fittings.
- Doors & Windows: Flush door and Aluminium windows.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/PROMOTER:**

**MAA KAMAKHYA DEVELOPERS
(AUTHORISED SIGNATORY)**

Name: _____

Address: _____

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

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

AT _____ on _____ in the presence of:

WITNESSES:

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Drafted and Prepared by: