

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this  
.....day of, **2024(Two Thousand Twenty Four)**.

**BY AND BETWEEN**

SQUAREMARK HOMES PVT. LTD  
*Raj Kamal Datta*  
Director

(1) **SHARDA SONS RESOURCES PRIVATE LIMITED** (CIN No. **U51109WB2005PTC101495** and **Income Tax PAN-** ), a company incorporated under the provisions of the companies Act 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000) and (2) **APLOMB CONSTRUCTIONS PRIVATE LIMITED**(CIN No. **U45400WB2014PTC201959** and **Income Tax PAN- AAMCA6526A** ) , a company incorporated under the Companies Act, 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000)

both the Owners/companies are duly represented by their lawful Constituted Attorney namely **"SQUAREMARK HOMES PVT. LTD."**(CIN No **U70102WB2016PTC209090** and **Income Tax PAN No.-AAOCA0322Q** ),a company incorporated under the provisions of the Companies Act 2013, having its registered office at "The Meridian" Building, E 2/4 & 5 , Block - GP, Sector -V, Salt Lake, Kolkata - 700 091, P.O.- Salt Lake Sector-V, P.S.- Electronics Complex (Old P.S. - East Bidhannagar), District- North 24 Parganas, by virtue of two **Development Powers of Attorney such as(i) Development Powers of Attorney being No.- 1604-03098, for the year 2023** which was executed by **"SHARDA SONS RESOURCES PRIVATE LIMITED"**and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84732 to 84759** and (ii) **Development Powers of Attorney being No.- 1604-03097, for the year 2023** which was executed by **"APLOMB CONSTRUCTION PRIVATE LIMITED"** and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84760 to 84792**which are also represented through its Authorised Signatory namely **SRI PANCHU GOPAL SARDAR( Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 55037136)**,son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by Nationality- Indian, resident ofVillage- Nihata , P.O.- Kundarali, P.S. - Baruipur, PIN Code No.-743610, District- South 24 Parganas( **Mobile No.-9143336487**),authorized by its Board Resolution, passed by the **Board of Directors on 15<sup>th</sup> day of September, 2023**, hereinafter jointly called and referred to as the **"LAND OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context shall mean and be

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Raj Kumar Sarder

Director

deemed to include its successors-in-interest and executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**SQUAREMARK HOMES PVT. LTD.**(CIN No U70102WB2016PTC209090 and **Income Tax PAN No.-AAOCA0322Q** ),a company incorporated under the provisions of the Companies Act 2013, having its registered office at "The Meridian" Building, E 2-4 &2-5, Block-GP, Sector -V, Salt Lake, Kolkata - 700 091, P.O.- Nabadiganta IT, P.S.- Electronics Complex (Old P.S. -East Bidhannagar), District- North 24 Parganas, duly represented by its lawful Constituted Attorney namely **SRI PANCHU GOPAL SARDAR ( Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 55037136)**, son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by Nationality- Indian, resident ofVillage- Nihata , P.O.- Kundarali, P.S. - Baruipur, PIN Code No.-743610, District- South 24 Parganas( **Mobile No.- 9143336487**), by virtue of a "General Power of Attorney " which is/was executedand registeredon **01-02-2024** in the office of "D.S.R.-V, Alipore, South 24 Parganas " and recorded in **Book-I , Volume No. 1630 -2024, Pages from 6786 to 6830, being Deed No. 1630-00322, for the Year 2024** , hereinafter called and referred to as the **PROMOTER/DEVELOPER/ SECOND PARTY**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**;

**AND**

(1) **MR.** .....( **Income Tax PAN - .....** and **Aadhaar No. - .....**), son of ....., by Occupation - .....,by faith - ....., by Nationality - Indian, (2) **MS.** ..... **Income Tax PAN - .....andAadhaar No. - .....**), wife/daughter of Mr. ...., by Occupation - ....., by faith - ....., by Nationality - Indian, both are residing at .....Road, Post Office - ....., Police Station - ....., District - ....., West Bengal, Pin Code No - ....., hereinafter **jointly** called and referred to

as the **ALLOTTEE(S)/PURCHASER(S)**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representative, successors-in-interest and permitted assignees) of the party of the **THIRDPART**.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS**the following terms and expressions in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:-

**DEFINITIONS :**

- 1) **ACT** means **Real Estate (Regulation & Development) Act, 2016** as amended from time to time.
- 2) **AGREEMENT FOR SALE** means an agreement made amongst the Land Owners, the Promoter and the Allottee(s)/Purchaser(s);
- 3) **PROJECT** shall mean the work of development undertaken by the Developer/Promoter from inception till the development of the **PROJECT LAND** , mentioned in the **Part - III of the FIRST SCHEDULE** herein below , is completed, possession of the completed units is taken over by the Unit Owner(s) or intimated to the allottee/s and the Deeds of Conveyance are executed and registered in favour of the Unit Owner(s) and possession of the completed **Row Houses/units** be made over to the Unit Owner(s) and the name of the Project has been fixed by the Developer as "**SQUAREMARK MOHORKOONJO**".  
**"SQUAREMARK MOHORKOONJO"** is being promoted/ developed on joint venture basis and is completed with essential facilities within itself. "**SQUAREMARK MOHORKOONJO**" is a residential project and is being promoted by the Developer "**SQUAREMARK HOMES PVT. LTD.**" herein on joint venture basis. The entire project will be developed in **5(Five)** Phases such as **Phase-I, Phase-II, Phase-III, Phase-IV and Phase-V** and each of the Phases will be completed within a certain period as mentioned in Development Agreement, mentioned herein below.
- 4) **"PROJECT LAND "** shall mean **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less, in various plots of land under different khatians , lying and situated at **Sultanpur (J.L. No.-16)** and **DihimedanmallaMouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional

District Sub-Registrar Office- Baraipur, Police Station -Baraipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat, Holding Nos. 243 & 244 and 244 & 247 (Old Holding No. 577 & 578 and 574 & 575 )**, in the District of South 24 Parganas , more fully and particularly described in the **Part - III of the FIRST SCHEDULE** herein below which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

5) **TOTAL AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **FOURTH SCHEDULE** hereto payable by the Allottees/Purchasers to the Vendor for acquiring the said **Row House/Unit along with** right of the land beneath the said **Row House**.

6) **PLAN/PLANS** shall mean the plan/plans of the Buildings which has/have been sanctioned by the **South 24 Parganas Zilla Parishad /KMDA vide Sanctioned Building Plan No.886/1016/KMDA, dated 10-11-2023** to develop the **Phase- II** of this project for construction of **G+1 storied** Row Houses and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any.

7) **"BUILDINGS"** shall mean the Residential and Commercial multi-storied building or buildings and/or **Row Houses/units** to be constructed by the Developer herein upon the Said Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority Concerned Authority (i.e. Mallickpur Gram Panchayat, Hariharpur Gram Panchayat , Panchayat Samity & Zilla Parishad of South 24 Parganas and from any other authorities if required) for the time being prevailing in accordance with the Building Plan or Plans to be sanctioned by the Concerned Authority at the cost of Promoter.

8) **"COMMON AREAS , INSTALLATIONS AND FACILITIES"** shall , as per Section 2(n) of the RERA Act , mean such common areas, facilities and installations of the project which includes driveways, lawns, open spaces, common lavatories/ toilets, lobbies, passages, boundary walls therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use and the parks, playground areas and common storage spaces and other spaces and installations of central services such as electricity, gas, water and sanitation and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the

Building/Buildings/Row Houses/Units, as may be decided or provided by the Developer time to time for common use of the Transferees of the Transferable Areas at the Building(s)/ Row Houses/Units in common with the Owners and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper which has been specifically described in the **THIRD SCHEDULE** hereunder written.

9) **PURCHASER(S) OR TRANSFEREE(S) OR ALLOTTEE(S)** shall mean and include all persons, Hindu undivided family, partnership firm, limited company, association and trust etc. to whom any Transferable Area such as a Row House/Unit is/are transferred or allotted and/or sold or agreed to be so done.

10) **ARCHITECT** shall mean any person or company registered as an architect under the provisions of the Architects Act, 1972 who is appointed by the Promoter as per its choice from time to time as the Architect for the building or buildings to be constructed upon their Project Land, mentioned in the **Part-III of the FIRST SCHEDULE** herein below.

11) **ROWHOUSES** shall mean the Residential Houses and/or building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.

12) **OWNER'S ALLOCATION** shall mean **29 % ( Twenty Nine Percent)** share in the Transferable Areas/ Constructed Areas in the building(s) /Row Houses together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project **"SQUAREMARK MOHORKOONJO"** and in accordance with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **14-03-2023**.

13) **DEVELOPER'S ALLOCATION** shall mean the **71 % ( Seventy One Percent)** share in the Transferable Areas / Constructed Areas in the building(s)/ Row Houses together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project **"SQUAREMARK MOHORKOONJO"** and in accordance with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **14-03-2023**.

14) **AREA :**

- a. **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-5% (Five percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.
- b. **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **Concerned Authority/Authorities**, from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.
- c. **MAINTENANCE CHARGEABLE AREA** of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area of the said Row House/Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee decided by the Developer herein including for taxes, maintenance charges, deposits etc. So, it is called as "Maintenance Calculation Area".
- 15) **ASSOCIATION** shall mean the Association, Committee, Body, Society which would comprise the Owner/Vendor initially and thereafter the representatives of all the buyers/allottees of **Row Houses/Units** and be formed or incorporated at the instance of the Owners/Vendors for the Common Purposes with such rules and regulations as shall be framed by it.
- 16) **SINKING FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchasers herein, towards sinking fund which shall be held by the Association/Maintenance Agency on account of maintenance expenses.
- 17) **DATE OF POSSESSION** shall mean the date on which the Allottees /Purchasers take actual physical possession of the said Row House along with Car Parking Space (if any) after discharging all their liabilities and obligations.

- 18) **COMMITTED POSSESSION DATE** shall mean the estimated date of making the said **Row House/Unit** ready for the purpose of delivery for possession on or before **31<sup>st</sup> March, 2027**. The aforesaid date shall also be subject to force majeure.
- 19) **DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of **90(Ninety)** days from the date of intimation to the Allottee for taking possession of the Row House/Unit in accordance with the terms of this Agreement.
- 20) **PROVISION OF SERVICES** shall mean commercial activities whereby a party (hereinafter referred to as the service provider such as Promoter and/or Maintenance Agency/Association upon its formation) is obliged to provide a service to another party (hereinafter referred to as the Allottee) and receive payment; the service-using party (hereinafter referred to as the customer) is obliged to pay to the service provider and use the service. **All Unit Owners (Allottee) shall have to pay GST on Maintenance cost. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month from the date of taking physical possession or from the date of Deemed Possession whichever is earlier .**
- 21) **WORKMANSHIP** shall mean the human skill with which something is made and which affects the appearance and quality of the finished object. Since the construction is manmade and not machine made and there may be minor acceptable deviation from one work to another and the architect's decision shall be final and binding.
- 22) **ACCESSORIES** shall mean a thing/object/device which is not essential in itself but can be added to something else in order to make it more useful, versatile, or attractive.
- 23) **'LOCAL AUTHORITY'** means the **Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, PanchayatSamity&ZillaParishad of South 24 Parganas** or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- 24) **SAID UNIT** shall mean the **Row Houses/Units** together with the right of the land beneath the building and the right to use of Common Portions as described in the **SECOND SCHEDULE** herein below.
- 25) **"PARKING SPACES"** shall mean Car Parking Spaces, sanctioned by the Concerned Authority that may be earmarked by the Developer to park the car(s) and/or two wheeler(s) only, if any.



- 26) **FORCE MAJEURE** :means 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 reasons beyond the control of the Developer .
- 27) **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Row House/Unit.
- 28) "**COMPLETION CERTIFICATE OR OCCUPANCY CERTIFICATE**" means the completion certificate or occupancy certificate or such other certificate by whatever name called, issued by the **Mallickpur Gram Panchayat or Hariharpur Gram Panchayat or Panchayat Samity or ZillaParishad of South 24 Parganas** certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 29) **ADVOCATE** shall mean **SHEK ATAUR RAHAMAN** , Advocate of Alipore Judges Court, Kolkata, residing at 34, Sodepur Brick Field Road, P.O. +P.S.-Haridevpur, Kolkata-700082, who have been appointed by the Parties and have prepared the Agreement for Sale & this Deed of Conveyance and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Row House/ Unitstherein.
- 30) **APPROPRIATE GOVERNMENT** means the State Government.
- 31) **RULES** mean the **West Bengal Real Estate (Regulation & Development) Rules, 2021**, as amended from time to time, made under the **Real Estate (Regulation & Development) Act, 2016**.
- 32) **WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- 33) **SECTION** means a section of the Act.
- 34) **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
- 35) **SINGULARNUMBER** shall include the **plural** and vice versa.

**WHEREAS :**

**A.** The Parties of the First Part are the absolute and lawful Owners of the property ("**Project Land**") more fully described in the **Part-III of the FIRST SCHEDULE** hereto, the particulars of title whereof are more fully described in **Part - V of the FIRST SCHEDULE** hereto(**Devolution of Title**).

**B.** Other than the Said Project Land, the Owners as well as the Promoter are in the process of adding new parcels of contiguous land measuring about 4 Acres in the adjoining area. After addition the present area of the Said Entire Housing/Row House Complex will increase and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his/her/their consent to the Promoter for modification of plan to incorporate such Land already purchased and/or adding new parcels of land and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Besides extending the Row House Complex, the Promoter will also create few more facilities in the future development defined hereinafter which will also be shared by Allottees of all phases.

**C.** The Second Phase of the Project is being developed on land measuring about **404.38 Decimal** ( i.e. **4.0438 Acre i.e. 16364.83 Sq.M.**) more or less , more fully described in the **Part-IV of FirstSchedule**, hereinafter referred to as "**LAND OF PHASE-II**".

**D.** Further Phases of the Project will be developed in future at the discretion of the Promoter on the land, acquired and further to be acquired by the Owners and/or Developer herein, more fully described in the **Part-III of FirstSchedule** herein, as and when the Promoter decides.

**E.** The title Documents of the Owners are more fully described in the **Part-V of FirstSchedule** herein hereunder.

**F.** Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases as defined herein and all phases will share the common amenities, facilities and services amongst each other more fully described in the **Third Schedule**. Other than the Said Project Land, the Owners as well as the Promoter intend to add new parcels of land lying in the adjoining area (herein referred to as "Future Development Land"), contiguous to the Said Housing Complex which is more fully described in the **Part-IV of First Schedule** herein .

The Owners themselves and/ or through its group companies have already purchased a portion of the Future Development Land being more or less **1573.19 Decimal** and further intend to purchase the balance land comprised in the Future Development Land. The said addition of land may increase the present area of the Said Housing Complex/ **Row Houses/Units** and the Allottee has no objection to such increase in the area of the Said Land i.e Housing Complex/ **Row Houses/Units** plus Future Development Land jointly referred to as '**Entire Housing Complex / Row Houses/Units**'

**Provided that the Present Phases, sanctioned phases, future non sanction acquired and future non sanctioned not acquired phases will all be part of the same Housing Complex.**

**G.** All phases will share the common amenities, facilities and services amongst the Purchasers/Owners each other. The Allottee(s) further agree(s) to allow and hereby gives his/her/their consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, and services amongst each other.

The Promoter/Developer may also create few more facilities in the future development which will also be shared by Allottees of all phases / entire Row House Complex/ Housing Complex.

**H.** The Allottees of Row House/ Unit(s) in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Row House/ Unit(s) and other spaces located in all the phases and also Future Phases as defined herein.

**I.** The said SecondPhase of the project land is earmarked for the purpose of **Row Houses/Units**.

**J.** The Owners and the Promoter have entered into two joint development agreements such as (i) Development Agreement No.-1604-03015 , for the Year 2023 which was executed by "SHARDA SONS RESOURCES PRIVATE LIMITED" and registered on 14-03-2023, in the office of "D.S.R.-IV, Alipore, South 24 Parganas, West Bengal " and recorded in Book No.-I; Volume No.- 1604-2023 ; Pages Nos.- 84886 to 84947 and (ii) Development Agreement No.-1604-03016 , for the Year 2023 which was executed by "APLOMB CONSTRUCTION PRIVATE LIMITED" and registered on 14-03-2023, in the office of "D.S.R.-IV, Alipore, South 24 Parganas, West Bengal" and recorded in Book No.-I; Volume No.- 1604-2023 ; Pages Nos.- 84827 to 84885 and have also executed two Development Powers of Attorney such as (i) Development Powers of Attorney being No.- 1604-03098, for the year 2023 which was executed by "SHARDA SONS RESOURCES PRIVATE LIMITED" and registered on 14-03-2023 in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in Book No. 1, Volume No. 1604-2023, Page Nos. from 84732 to 84759 and (ii) Development Powers of Attorney being No.- 1604-03097, for the year 2023 which was executed by "APLOMB CONSTRUCTION PRIVATE LIMITED" and registered on 14-03-2023 in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in Book No. 1, Volume No. 1604-2023, Page Nos. from 84760 to 84792, to implement the Development works.

**K.** The Project Land is intended for the purpose of development of an housing project thereon, to be named as "**SQUAREMARK MOHORKOONJO**" comprising multistoried Row House/ Unit/unit(s)/ building(s), Row Houses, Club Houses and Car Parking Space on the ground floor ( if any) and other spaces and common areas ("**Project**").

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

**M.** It is presently envisaged that the Second phase of the entire Housing Complex to be developed will have residential Units, as may be permitted under the law (s). Besides the Second Phase already under construction, the other phases will be defined by Promoter time to time and the said Entire Housing Complex will be constructed and registered under RERA phase-wise .

**L.** The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection.

**N.** All The Facilities and Amenities will be mutually shared by all the phases of the entire Row House/ Housing Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Row House/ Housing Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee.

**O.** In the absence of local law only, each Phase of the Project may have a separate Association of Unit Owners and each Phase of the Project will be under the mother/apex association. The mother/apex Association shall synergies all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Housing Complex including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire Housing Complex towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

**P.** It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phases and progressing to the incomplete phases, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees of all phases including future phases.

**Q.** Apart from the Future Development land, as mentioned in the preceding paragraph, which is already earmarked and partly already purchased and partly to be purchased in due course, the Promoters have a proposal to acquire adjacent land in the near vicinity of the Said Land and in case the Promoter so purchases such additional land, the Promoter shall be at liberty, at their discretion, to combine them into the Complex and/or to share and/or to apportion the benefits and advantages, access way, portions or utility etc. as also the Common Areas (both within the Project or in the Complex) of the Entire Complex to such additional construction on the additional land arising out of such combination with the Said Land. The Allottee has no objection to such increase in the area of the Said Land and the Allottee further agrees to allow and hereby gives his consent to the Promoters to purchase such land and to develop and register under RERA under the same entire Project and the same and/or to integrate the land so purchased into the Said Entire Land and the same and/or the Entire **Row House/Unit/** Housing Complex and the Allottee has no

objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas and also in the facilities appertaining to the Said Row House , and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Developer making necessary amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment, Ownership Rules, 1974, and/or under the West Bengal Apartment, Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required .

**R.** The Promoter/Developer has already obtained sanction of the Building Plan from the **South 24 Parganas Zilla Parishad/KMDA vide Sanctioned Building Plan No. 886/1016/KMDA, dated 10-11-2023** to develop the **Phase- II** of this project for construction of the **Row Houses** . The Promoter may, if required, modify the Said Plan to the following extent :

- (i) Changes in dimension of Doors and Windows;
- (ii) Provision of additional window in living area;
- (iii) Removal of interior non load bearing wall in the toilet.
- (iv) Design of the Stairway in the Row Houses.
- (v) Other permissible changes

**S.** The promoter has obtained the final layout plan, specifications and approvals for the Project from the said Sanctioning Authority, for the construction of the **"SQUAREMARK MOHORKOONJO" Project** at its own cost and expenses , on the Project Land , more fully described in **Part -III of the FIRST SCHEDULE** hereto, comprising of various Row Houses / Unit(s)/Building(s), with the provisions of amenities and facilities to be used in common by all occupants/Allottees of the entire Project in due course . The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the laws as applicable, mentioned herein above.

If the plan sanctioned by the said Sanctioning Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer/Promoter in such event the promoter agrees and undertakes that save and except constructing additional Row House/ Row House/ Unit if permitted by law, it shall not make any changes to Second Phase layout plans except in strict compliance with section 14 of the RERA Act, 2016 and other laws as applicable and Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

**T.** The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his registration before RERA Authority and further disclosed on the web-site as mandated by the Promoter.

**V.** The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common

expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.

**W.** The Promoter has appointed/will appoint/if appointed then may change in future, an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings of the entire Housing Complex and the Promoter and the Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings of the Housing Complex .

**X.** The Promoter has/will register the Entire Project (Phase Wise) under the provision of the RERA.

**U.** Being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the **Row Houses/units** and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Developer / RERA website the Allottee after following due diligence and satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project/SecondPhase and all other permissions necessary for construction and development of the SecondPhase, the Allottee(s) /Purchaser(s) has/have applied for allotment of a residential **Row Houses/Unit(s)** in the said Project under development vide **Application dated .....** ("**Application Form**")vide EOI/Application No.....dated..... and has been allotted/booked one Ground plus one (G+1) storied Row House being No.....having **carpet area** of ..... Sq.ftcorresponding to **Built-up area** of \_\_\_\_ Sq.ftand Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**COMMON AREAS , INSTALLATIONS AND FACILITIES**", more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and along with exclusive use of the **Terrace** admeasuring an area of \_\_\_\_ Sq.ft attached to the Unit/ Row House and also user right in the land beneath the said building, having land area measuring about .....Sq.ft. more or less, more fully mentioned and described in the **Part-IV (A) of the FIRST SCHEDULE** herein above which includes exclusive use of the Balcony admeasuring \_\_\_\_ Sq.ftand also exclusive use of the **Front Yard** open area admeasuring an area of \_\_\_\_ Sq.ft(which includes Car Parking Area) and the **Back Yard** area admeasuring an area of \_\_\_\_ Sq.ftand the **Roof** admeasuring an area of \_\_\_\_ Sq.ftand Together with **Additional Backyard** admeasuring an area of \_\_\_\_ Sq.ft, Together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said **Row House**, all hereinafter jointly/collectively called and referred to as the "**SAID UNIT**", in the Project "**SQUAREMARK MOHORKOONJO (PHASE-II)**", demarcated in annexed **Floor Plan or Map** , bordered with **Red Colour**, which is annexed hereto and marked as **Annexure**.

**V.** The authenticated copies of Certificate of Title issued by the Advocate of the Promoter , have been uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the **Row House / Unit** are to be constructed.

**W.** The Allottee has been made aware and has unconditionally agreed that the occupants of the Row House/ Units/Units /Row Houses in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the entire Project which are meant or allowed by the Promoter for their use and enjoyment of such services of the Project .

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

(a) Prior to the execution of this Agreement, the Allottee(s) has/have independently examined and verified or caused to be examined and verified all the relevant documents in relation to the said Row House/Unit /Building/Property and has/have fully satisfied himself/ herself/themselves about the same inter alia the nature of the Owners' right, title, approvals (current and future) drawings, Specifications ,fixtures and amenities and common Portions of the Project,

(b) The rights, title and interest in the property of the Owner in respect of the Project Land, more fully described in **Part - III of the FIRST SCHEDULE** hereto, under this Agreement for Sale,

(c) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act ,

(d) the Carpet Area of the Said Row House/Unit ,

(e) The Purchaser/Allottee confirms that he has entered into this Agreement out of his own free will and without any coercion and after reviewing and understanding the draft of this agreement,

(f) The Purchaser/Allottee has obtained suitable legal advice prior to entering into this agreement and the Purchasers/Allottees hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement and all changes mentioned in the Application Form has to be notified to the Developer/Owner in writing.

**Y.** 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 and with the further understanding that the Promoter may charge different rates from different allottees for Row House, for different locations, specifications and at different times at the sole discretion of the Promoter.

**Z.** 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.

**AA.** This Agreement shall remain in force and shall not merge into any other Agreement save and except the Deed of Conveyance as stated herein. This Agreement does not preclude and diminish the right of the Allottee in respect of his Row House in the said Project if the Promoter takes finance from any financial institution, fund, registered money lender, for the Project and this does not in any way affect the right of the Allottee in respect of the same.

**BB.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Developer /Promoter hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase one **Residential Row House/Unit(s), together with** user right in the land beneath the building, morefully described in the **SECOND SCHEDULE** written hereunder. In accordance with the Act this agreement has to be registered.

**CC.** It has been agreed by the parties that the Association of all the Allottees of the Project as and when formed upon completion of the Project, shall hold the Common Areas of the Project together with all easement rights and appurtenances belonging thereto for the common use and enjoyment of the same by all the Allottees of the entire Project.

**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 one **Residential Row House/Units**, more fully described in the **SECOND SCHEDULE** herein below, **together with** user right in the land beneath the building, more fully described in the **Part-IV (A) of the FIRST SCHEDULE** herein below.

1.2. Total Price for the **RowHouse/Unit** based on the carpet area is **Rs...../- (Rupees .....)** only("Total Price"),details of the breakup of such price (cost of Row House/Unit , proportionate cost of common areas, preferential location charges, taxes etc) are as follows :

<b><u>DETAILS &amp; TOTAL PRICE OF THE ROW HOUSE IN PHASE-II</u></b>	
<b>Row House No.:</b>	<b>Maintenance Chargeable Area :</b>
<b>COST OF ROW HOUSE (A)</b>	Rs.
<b><u>OTHER CHARGES, DEPOSITS AND LEGAL FEES</u></b>	
<b><u>OTHER CHARGES (B)</u></b>	
Club Charges	Rs:
Common Electrical & Infrastructure Charges	Rs:
Society Formation Charges	Rs:
<b><u>DEPOSITS (C)</u></b>	
Deposit for Advance Maintenance Charges (for 1 Year)	Rs
Deposit for Sinking Fund	Rs:



<b>LEGAL FEES (D)</b>	
Legal Fees	Rs:
<b>TOTAL AMOUNT OF OTHER CHARGES, DEPOSITS AND LEGAL FEES (E) =</b>	<b>Rs: Total amount of (B+C+D)</b>
<b>TOTAL PRICE OF THE ROW HOUSE (Excluding Taxes) (F) =</b>	<b>Rs: Total amount of (A+B+C+D)</b>
<b>APPLICABLE TAXES ON TOTAL PRICE (F)</b>	
<b>Applicable Taxes on Total Price as above = (G)</b>	Rs:
<b>SUM TOTAL OF THE ROW HOUSE (Including Taxes) (H) =</b>	<b>Rs. Total amount of (F+G)</b>

**EXPLANATION:-**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Row House/Unit .
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, COST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the **Row House/Unit**.  
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) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within **30 (Thirty)days** from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the **Row House/Unit** includes pro rata share in the Common Areas.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said

notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (vi) The Allottee(s) shall make the payment as per the payment plan set out in the **Fourth Schedule** ("Payment Plan"), hereunder written.
- (vii) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s 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.
- (viii) 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 therein in respect of the Row House/Unit, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- (ix) Applicable in case of a **Row House/Unit**, the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within **45( Forty-five) days** with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause 1.2** of this Agreement.
- (x) Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **Row House/Unit** as mentioned below:
  - (a) The Allottee shall have exclusive Ownership of the **Row House/Unit**.
  - (b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common

Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act at the cost and expenses of the Association.

- (c) That the computation of the price of the **Row House/Unit** includes recovery of price of land, construction of not only the Row House/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (d) The Allottee has the right to visit the project site to assess the extent of development of the project and his **Row House/Unit** as the case may be with prior intimation to take concern from the Promoter.
- (xi) It is made clear by the Promoter and the Allottee agrees that the **Row House/Unit** along with a parking Space (if any) 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.
- (xii) It is understood by the Allottee that all other areas and facilities falling outside the Project namely "**Squaremark Mohorkoonjo**" 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.
- (xiii) The Promoter agrees to pay all outgoings before transferring the physical possession of the Row House/Unit to the Allottee(s) which it has collected from the Allottee(s) for the payment of outgoings (including the cost of land, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or

other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Row House/Unit 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 therefore by such authority or person.

- (xiv) The Allottee has paid a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** **only** as booking amount being part payment towards the Total Price of the Row House/Unit 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 Row House/Unit as prescribed in the Payment Plan 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 for 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) payable at Kolkata.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), 1999. Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Allottee(s) 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/they shall be liable for any action under the Foreign Exchange Management Act(FEMA), 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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 Row House/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

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

**5. TIME IS ESSENCE:-**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the **Row House/Unit** to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them 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/ROW HOUSE/UNIT :-**

The Allottee has seen the specifications of the **Row House** and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the

Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions 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 ROW HOUSE/UNIT :-**

**i) SCHEDULE FOR POSSESSION OF THE SAID ROW HOUSE(S) :**

The Promoter agrees and undertakes that timely delivery of possession of the **Row House /Unit** is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Row House/Unit on **31-03-2027** unless there is any 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 Row House/Unit ,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 (Forty Five)** days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**ii) PROCEDURE FOR TAKING POSSESSION:-**The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the **Row House** to the Allottee in terms of this Agreement to be taken within **3 (Three) months** from the date of issue of such notice and the Promoter shall give possession of the Row House/Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as

determined by the Promoter/association of the allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (Fifteen) days of receiving the occupancy certificate of the Project.

**iii) FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [ROW HOUSE/UNIT]:**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the **Row House** 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 **Row House** to the allottee. In case the Allottee fails to take possession within the time provided in **clause 7.2**, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**iv) POSSESSION BY THE ALLOTTEE :-** After obtaining the occupancy certificate and handing over physical possession to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**v) 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 (Forty Five) days** of such cancellation.

**vi) 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 and/or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the **Row House(i)** in accordance with the terms of this Agreement, duly completed by the date specified herein; or **(ii)** due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for

any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House/Unit , 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 Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Row House/Unit .

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

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

- (i) The LandOwners/First Party has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.,
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the **Row House**.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and **Row Houses**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 **Row House** and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said **Row Houses**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 **Row House**to the Allottee in the manner contemplated in this Agreement.



- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the **Row House** to the Allottee and the common areas to the Association of the Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Land Owners in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf Property.

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

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

- (i) The Promoter fails to provide "**ready to move in possession**" of the **Row Houses** to the Allottee within the time period specified. For the purpose of this clause, '**ready to move in possession**' shall mean that the **Row Houses** shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Developer/Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the **Row Houses** along

with interest at the rate specified 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/she/they shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the **Row Houses**.

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) nos. of consecutive demands made by the Promoters per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the **Row House** in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. CONVEYANCE OF THE SAID ROW HOUSE/UNIT:-**

The Promoter, on receipt of complete amount of the Price of the **Row House** under this Agreement from the Allottee, shall execute a Deed of Conveyance and convey the title of the Row House/Unit together with proportionate indivisible share in the Common Areas within **3 (Three) months** from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the 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/ROWHOUSE/PROJECT :-**

Till the proper association for the purpose of maintenance is formed, the Buildings/**Row Houses** and the Premises shall be managed and maintained by the Promoter.

Within 3 (Three) months of getting occupancy / completion certificate from the competent authority of the Buildings / Blocks, the Promoter shall take steps for formation of Association in accordance with West Bengal Apartment Ownership Act 1972 .

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the Row House/Unit .

The maintenance of all the Blocks of **PHASE-II**, shall be made over to such Association by the Developer/Promoter and upon such making over the same , the Association shall be responsible for the maintenance of the Buildings and the Premises. The Developer/Promoter may promote another Association for looking after and maintaining the entire project "**SquaremarkMohorkoonjo**". The Developer/Promoter will maintain the building/ blocks/Row houses from the amount deposited for maintenance which will be collected at the time of possession of his/her/their **Row Houses**, till such time it is exhausted. After exhaustion of such fund, the Developer may change the amount of maintenance and the **Row House** Owners will not be entitled to raise any objection to it.

The Purchaser shall from the Date of Possession use and enjoy the said Row House/ UnitUnit and regularly pay the maintenance bills as raised from time to time. Default in payment of maintenance bills may result in withdrawal of common services and imposition of such restrictions as may be just and proper. Delay in payment of maintenance charges would carry an interest @ 18 % (Eighteen percent) per annum for the period of delay.

The obligations and covenants of the Purchasers in respect of the user, maintenance and enjoyment of the said Row House/ UnitUnit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in the **SIXTH SCHEDULE** hereto and the same shall be binding on the Purchasers. It is expressly made clear that in the event of the Purchasers not taking possession of the said Row House/ UnitUnit within 15 days of the issue of Notice, the liability of the Purchasers to make

payment of all costs, expenses and outgoings in respect of the said **Row House** /Unit including for Maintenance Charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th day notwithstanding anything to the contrary contained in the **SIXTH SCHEDULE** hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchasers.

**12. DEFECT LIABILITY:-**

- a. 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 / Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter / Developer within a period of **5 (five) years** by the Allottee from the date of Deemed possession date or date of taking possession by the Allottee whichever is earlier, save those as mentioned in clauses 12.b below.

It shall be the duty of the Promoter to rectify such defects without taking further charges for the same within **30 (thirty) days** from the date of notice to the Promoter / Developer. In the case it is not possible to rectify such defects, then the Allottee shall be entitled to receive reasonable compensation from the Promoter / Developer for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the project architect.

- b. The Owner/Developer shall not be liable to rectify any defect occurring under the following circumstances:
- I. If there are changes, modifications or alteration in plumbing lines, pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the **Row Houses**, the Owner/Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - II. If there are changes, modifications or alteration in electrical lines and wirings after said possession to the Allottee, the Owner/Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - III. If there are changes, modifications or alterations in doors, putting up outside grills on the windows or other related items, then the Owner/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - IV. If the Allottee after taking deemed/actual physical possession of the **Row House**, executes interior decoration work including but not

limited to any addition and/or alteration in the layout of the internal walls of the **Row House** by making any changes in the **Row House**, then any defect like damp, cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Owner/Developer;

- V. Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in buildings and need to be repaired by Allottee or Association from time to time, as the case may be, provided however that any cracks which develops for reasons other than as mentioned above, the Owner/Developer shall get it rectified at its own cost subject to validation by the Project Architect
- VI. If the materials and fittings and fixtures provided by the Owners/Developer are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used as per the manufacturer's guidelines. Also many items like door and window hinges / locks, tap heads, toilet flush etc are inclined/subject to be used in regular basis but if due to prolonged non-use of the such items makes them inoperable or their condition deteriorates then the developer shall not be responsible for such damage.
- VII. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Owner/Developer in the Common Areas and/or in the **Row House** going out of order or malfunctioning due to voltage fluctuation, non-maintenance or other reasons not under the control of the Owner/Developer and not amounting to poor workmanship or manufacture thereof.
- VIII. If the Project Architect(s) certifies that the defects for which complaint is made by the Allottee are not the manufacturing defects or due to poor workmanship or poor quality.
- IX. There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Row House/Unit due to normal wear and tear and/or any physical damage thereto.
- X. If the Allottee or their representatives/agents of the project executes or causes any work including but not limited to any addition and/or alteration which causes any damage and/or other defects in the project/Row House/Unit /common areas/other units , arising as a direct or indirect consequence of such alterations or changes for which the owner/Developer will not be responsible in any way and the association(upon formation)/Developer will decide the amount of penalty which will be borne by the Allottee.
- XI. Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Developer and without giving the Owner/Developer the reasonable opportunity to inspect, assess and

determine the nature of purported defects in the Row House/Unit , alters the state and condition of the area of the purported defect, then the Owner/Developer shall be relieved of its obligations.

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

The Allottee hereby agrees to purchase the **Row House** 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 ROW HOUSE FOR REPAIRS:-**

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

**15. USAGE:-**

Use of Service Areas: The service areas, if any, as located within the project "**SquaremarkMohorkoonjo**", shall be earmarked for purposes such as parkingspaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and rules & regulation framed by the Association.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE ROW HOUSE/UNIT:**

a) Subject to Clause 12 herein above, the Allottee shall, after taking possession, be solely responsible to maintain the **Row House** at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the **Row House** or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the **Row House** and keep the **Row House**, 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.

b) 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 **Row Houses** or anywhere on the exterior of the Project, buildings therein or Common Areas.

c) 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.

d) The Allottee shall not store any hazardous or combustible goods in the **Row House** or place any heavy material in the common passages or staircase of the Building.

e) The Allottee shall also not remove/damage/alter any floor, beam, column, wall, and load bearing wall (if any) or structural element of the Row House/Unit .

f) The Allottee shall plan and distribute his electrical load and use electrical equipments, within the **Row House** in conformity with the electrical specifications as provided. The Promoter/Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees shall be not responsible for any loss or damage arising out of misuse or inappropriate use of electrical items/points, overloading the electrical wiring beyond their rated capacity. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

g) Cable/Broadband Connection: The Promoter/Developer shall make provisions for only one DTH service provider or one cable connection service provider, as selected by the Promoter/Developer, for providing the services of cable TV and broadband in the Project. The Allottee shall avail services only of such service providers and will not be entitled to fix any separate antenna, equipment or any gadget of any other service provider on the roof or terrace of the Building or on the outer / external walls of the Building or in any part of the said **Row House**.

h) EV Charging:- The Allottee/s shall have to make their own provision for charging of their electric vehicle/s at their own cost and expenses with prior

written consent and/or permission from the Promoter/ Association (upon formation).

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE :**

The Allottee is entering into this Agreement for the allotment of a **Row House** 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 Row House/Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of this **Row House** at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:-**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act. Since the project is being developed in phases hence the Developer shall have the right to construct the different phases as and when approved by the concerned Authority.

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

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

**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**, the Allottee



appears for registration of the same before the concerned 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 Row House/building, as the case may be.

**23. RIGHT TO AMEND:-**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Row House/Unit , in case of a transfer, as the said obligations go along with the Row House/Unit for all intents and purposes.

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

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

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**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 **Row House** bears to the total carpet area of all the **Row Houses** in the Project.

**28. FURTHER ASSURANCES:-**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata and 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/R.A.-Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata. In

case of registration in commission, the charges/commission fees will be paid by the Allottee only.

**30. NOTICES :**

That all notices to be served upon the Allottee(s) 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 & Address of the Allottee : As mentioned herein above .

Name & Address of the **Promoter** : As mentioned herein above .

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 mentioned herein above and below, 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/Arbitrator appointed under the Act.

The additional terms and conditions as per the contractual understanding between the parties, however, such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above and below herein or the Act and the Rules and Regulations made thereunder.

**34. MISCELLANEOUS :**

- i)** Warranty will automatically be terminated if the Allottee(s) makes any changes and/or alter the construction work of their Apartment/Row House/ Unit without the written consent of the Promoter/Maintenance Agency/Association (upon formation).
- ii)** Carpet Area will always be calculated after removal of cladding.
- iii)** If the Allottee(s) challenges to the Promoter regarding the construction work of their allotted **Row House**, all the expenses incurred for the same will be borne solely by the Allottee(s) if the said defect is not proved. Decision of the project architect shall be the final verdict.
- iv)** 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 within a period of 5 (five) years from the date of execution & registration of the Deed of Conveyance in favour of the Allottee(s) and/or from the date of getting C.C. from the concerned authority which is earlier and the Promoter will be liable to rectify such defects without taking further charges for the same within **30(Thirty) days** from the date of complaint subject to the compliance of warranty given by the supplier company .  
 Provided that **(a)** if the warranty period is completed before **5 (five) years** , then the Allottee(s) will be liable to pay the service charges.  
**(b)** the Allottee(s) will be liable to pay Service Charges other than the structural defect and /or any other obligations.  
**(c)** For the case of change of any material/goods installed in the **Row House(s)**, model of the same may vary in case of unavailability.
- v)** The Promoter/Vendor will not be liable if any defect in the **Row House** will be held for non-use of the same for long time or not used as per prescribed instructions/guidelines.
- vi)** Extra no. of Parking Space may be allotted to the Allottee(s) if required, from the additional land purchased by the Promoter and/or from the land of other Phases.
- vii)** Cleaning of **Row House** will be held only one time at the time of hand over of possession of the same.
- viii)** Warranty will be started from the date of getting C.C. and/or deemed possession date of the **Row House/Unit** which is earlier.

- ix)** The Promoter may appoint the Secretary of the Association till the date of handover of the same to the Owners' Association (upon formation).
- x)** The Promoter has absolute right to be exited from the Maintenance Agency. If no one wants to take charge of the said Maintenance Agency/body, then the Promoter may again take charge of the same and fix the Maintenance Charges in revised rate for which the Promoter will not be liable to disclose the accounts of the expenses of the maintenance.
- xi) If any one of the Allottees/Owners does not pay Maintenance Charges for any period , then the said amount will be deducted by the Promoter from the amount of his/her/their sinking fund and the Allottees will be responsible for compensating the said amount to the Association.**
- xii) The Promoter will be liable to pay rent and taxes upto the date of getting C.C. from the concerned authority. Thereafter the Allottees /Row House/Unit owners will be liable to pay the same.
- xiii) One association will be formed for every phase and one apex/federation association will be formed for the entire project.
- xiv) Mutation Charges of the Row House/Unit will be paid by the Allottees separately.
- xv) If any one of the Allottees/Owners gives the said **Row House** on rental basis to a third party/tenant, then only the Allottee/Unit Owner is solely liable to inform the local police station, Promoter and the Association (upon formation).
- xvi) The Parties/Allottees are signing this Agreement for Sale reading all the laws and regulation and terms and conditions.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**(DESCRIPTION OF TOTAL LAND OF SHARDA SONS RESOURCES PVT. LTD.)**

**ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring about **918.46 Decimal** ( i.e. **9.1846 Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97, 98, 99, 101, 111, 133, 134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. Khatian Nos- 1420, 1426, 2121, 2146 and 800,** lying and situated at **Mouza-Sultanpur, J.L. No.-16,**

Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla, comprised in the following **R.S.&L.R Dag Nos and L.R. KhatianNos -**

<b>R.S.&amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area in Dag (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land ( In Dec. )</b>
<b>93</b>	1420	Housing Complex	53	20.40	20	20.40
<b>94</b>	1420	Bastu Commercial	49	43.41	43.41	43.41
<b>95</b>	1420	Bastu Commercial	39	33.66	33.66	33.66
<b>96</b>	1420	Shali	13	7.67	7.67	7.67
<b>97</b>	1420	Housing Complex	19	8.25	8.25	8.25
	1426	Bastu Commercial		5.57	5.57	5.57
<b>98</b>	1420	Housing Complex	28	28	28	28
<b>99</b>	1420	Housing Complex	28	28	28	28
<b>101</b>	1420	Housing Complex	53	53	53	53
<b>111</b>	1420	Shali	23	23	23	23
<b>133</b>	1420	Bastu Commercial	110	110	110	110
<b>134</b>	1420	Shali	73	73	73	73
<b>135</b>	1420	Housing	21	21	21	21

Complex						
R.S.& L.R. Dag Nos.	L.R. Khatian Nos.	Nature of Land	Total Area in Dag (In Dec.)	Own Area (In Dec.)	Mutated Area (In Dec.)	Area of Project Land ( In Dec. )
137	1420	Housing Complex	34	34	34	34
138	1420	Housing Complex	19	19	19	19
139	1420	Shali	20	20	20	20
140	1420	Bastu Commercial	26	26	26	26
141	1420	Bastu Commercial	36	36	36	36
142	1420	Bastu Commercial	60	60	60	60
142/827	1420	Shali	40	40	40	40
143	1420	Bastu Commercial	99	99	99	99
194	1420	Bastu Commercial	30	30	30	30
195	1420	Bastu Commercial	17	17	17	17
196	1420	Bastu Commercial	11	7	6.40	7
198	1420	Bastu Commercial	7	7	7	7
202	1420	Bastu Commercial	77	62	62	62
205	2121	Shali	40	1.624	1.624	1.624
	2146			3.248	3.248	3.248

	800			1.628	0	1.628
		<b>Total =</b>	<b>1025</b>	<b>918.46</b>	<b>916.97</b>	<b>918.46</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchaya ,Holding Nos. 243 & 244 (Old Holding Nos.577 & 578), Pin Code No. 700145,** in the District of South 24 Parganas.

**PART-II**

**(DESCRIPTION OF TOTAL LAND OF APLOMB CONSTRUCTION PVT. LTD.)**

**PART-IIA**

**( TOTAL LAND AT SULTANPUR MOUZA )**

**ALL THAT** piece and parcel of land measuring about **633.24 Decimal** ( i.e. 6.3324 Acre) more or less in **R.S & L.R Dag Nos- 76, 83, 84, 85, 86, 87,88, 89, 92,93,94, 95, 96, 97, 100, 144, 145, 146, 147,147/854, 148, 148/855 , 149, 161, 165, 196, 200 and 201 Under L.R. Khatian Nos.- 3, 688, 798, 1420, 1426,1506, 1507, 1512, 1513, 1514,** by Nature- Bastu Commercial and Shali, lying and situated at **Mouza-Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ,** comprised in the following **R.S.&L.R Dag Nos and L.R. Khatian Nos -**

<b>R.S. &amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land ( In Dec. )</b>
76	1426	Bastu Commercial	143	11.5	11.5	11.5
83	1426	Shali	18	6	6	6
84	1426	Bastu Commercial	14	12	11.25	12
85	1426	Bastu Commercial	13	6.5	6.5	6.5



86	1426	Bastu Commercial	25	8.3327	8.33	8.3327
	12	Shali		4.1675	0	4.1675
	166	Shali		4.1673	0	4.1673
	480	Shali		4.1650	0	4.1650
	1264	Shali		2.0825	0	2.0825
	1265	Shali		2.0850	0	2.0850
87	1426	Shali	38	19	19	19
88	1426	Bastu Commercial	110	110	110	110
89	1426	Bastu Commercial	71	71	71	71
92	1426	Bastu Commercial	46	46	46	46
93	1426	Bastu Commercial	53	33	33	33
94	1426	Bastu Commercial	49	5.59	5.59	5.59
95	1426	Bastu Commercial	39	5.34	5.34	5.34
96	1426	Shali	13	5.33	5.33	5.33
97	1426	Bastu Commercial	19	5.18	5.18	5.18
100	1426	Bastu Commercial	55	55	55	55
144	1426	Bastu Commercial	27	24	24	24
145	1426	Bastu	26	14	9	14

		Commercial				
146	1426	Bastu Commercial	17	17	14	17
147	3	Shali	4	1.73	0	1.73
	1420			2.27	0	2.27
147/854	798	Shali	3	3	0	3
148	1426	Bastu Commercial	3	3	3	3
148/855	1426	Bastu Commercial	3	3	3	3
149	1426	Bastu Commercial	39	39	39	39
161	1426	Bastu Commercial	30	30	30	30
165	1426	Bastu Commercial	56	28	28	28
196	1426	Bastu Commercial	11	4	4	4
200	1426	Shali	24	20.95	20.95	20.95
	688			2.67	0	2.67
	1506			0.036	0	0.036
	1507			0.036	0	0.036
	1512			0.036	0	0.036
	1513			0.036	0	0.036
	1514			0.036	0	0.036
201	1426	Bastu Commercial	24	24	24	24
		<b>Total =</b>	<b>973</b>	<b>633.24</b>	<b>597.97</b>	<b>633.24</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruiipur, Police Station - Baruiipur, within the jurisdiction of **Mallickpur Gram Panchayat**, Holding Nos. 244 & 247 (Old Holding No. 574 & 575), Pin Code No. 700145, in the District of South 24 Parganas.

**PART-IIB**

**( TOTAL LAND AT DIHI MEDANMALL MOUZA )**

**ALL THAT** piece and parcel of vacant land admeasuring an area of **21.49 Decimal** more or less out of **123 decimal**, lying and situated at **Mouza-DihiMedanmalla**, J.L. No.-34, Touzi No.-250, Pargana- Medanmalla, comprised in the following **R.S.&L.R Dag Nos and L.R. KhatianNos -**

R.S. & L.R. Dag Nos.	Khatian Nos.		Nature of Land	Total Area (In Dec.)	Own Area (In Dec.)	Mutated Area (In Dec.)	Area of Project Land ( In Dec. )
	R.S.	L.R.					
799	11/3	49	Shali	123	5.1783	0.00	5.1783
		166			1.8217	0.00	1.8217
		261			7.0000	0.00	7.0000
		314			7.4900	0.00	7.4900
			<b>Total=</b>		<b>21.49</b>	<b>0.00</b>	<b>21.49</b>

District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiipur, Police Station -Baruiipur, within the jurisdiction of **Hariharpur Gram Panchayat**, Pin Code No. 700144, in the District of South 24 Parganas.

**PART-IIC**

**( TOTAL LAND OF APLOMB CONSTRUCTION PVT. LTD.)**

**ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 6.5473 Acre)** more or less, lying and situated at **Sultanpur (J.L. No.-16) and DihiMedanmallaMouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiipur, Police Station -Baruiipur, within

the jurisdiction of **Mallickpur Gram Panchayat** and **Hariharpur Gram Panchayat**, **Holding Nos. 244 & 247 (Old Holding No. 574 & 575)**, in the District of South 24 Parganas.

**PART-III**

**(DESCRIPTION OF ENTIRE PROJECT LAND)**

**ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less, lying and situated at **Sultanpur** (J.L. No.-16) and **Dihimedanmalla Mouza** (J.L. No.-34), District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat** and **Hariharpur Gram Panchayat**, being **Holding Nos. 243 & 244** ( Old Holding Nos. 577 & 578 ) in the name of "**Sharda Sons Resources Pvt. Ltd.** " and **Holding Nos. 244 & 247** ( Old Holding Nos. 574 & 575 ) in the name of "**Aplomb Constructions Pvt. Ltd.**" ,in the District of South 24 Parganas.

**PART-IV**

**( DESCRIPTION OF TOTALS ANCTIONED LAND FOR PHASE-II)**

**ALL THAT** piece and parcel of vacant land measuring about **404.38 Decimal ( i.e. 4.0438 Acre i.e. 16364.83 Sq.M.)** more or less, lying and situated at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana-Medanmalla, comprised in the following **L.R Dag Nos** and **L.R. Khatian Nos:**

<b>R.S.&amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Total Area in Dag (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Area for Phase-II ( In Dec. )</b>	<b>Name of the Owners</b>
<b>92</b>	1426	46	46	29.73	<b>ACPL</b>
<b>93</b>	1420	53	20	20	<b>SSRPL</b>
	1426		33	7	<b>ACPL</b>
<b>94</b>	1420	49	43.41	26.00	<b>SSRPL</b>
<b>95</b>	1420	39	33.66	24	<b>SSRPL</b>
<b>140</b>	1420	26	26	24	<b>SSRPL</b>
<b>141</b>	1420	36	36	28.14	<b>SSRPL</b>
<b>142</b>	1420	60	60	53.51	<b>SSRPL</b>

R.S.& L.R. Dag Nos.	L.R. Khatian Nos.	Total Area in Dag (In Dec.)	Own Area (In Dec.)	Area for Phase-II ( In Dec. )	Name of the Owners
143	1420	99	99	42	SSRPL
144	1426	27	24	24	ACPL
145	1426	26	14	9	ACPL
146	1426	17	17	14	ACPL
148	1426	3	3	3	ACPL
148/855	1426	3	3	3	ACPL
149	1426	39	39	39	ACPL
161	1426	30	30	30	ACPL
165	1426	56	28	28	ACPL
	<b>Total =</b>	<b>609</b>	<b>555.07</b>	<b>404.38</b>	
	<b>=</b>	<b>6.09 Acre</b>	<b>5.5507 Acre</b>	<b>4.0438 Acre</b>	
			<b>=</b>	<b>16364.83 Sq.M.</b>	

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of **Mallickpur Gram Panchayat**, being **Holding Nos. 243 &244**( Old Holding Nos. 577 & 578 ) in the name of "**SHARDA SONS RESOURCES PVT. LTD. (SSRPL)**" and **Holding Nos. 244 &247**( Old Holding Nos. 574 & 575 ) in the name of "**APLOMB CONSTRUCTIONS PVT. LTD. (ACPL)**", Pin Code No. 700145, in the District of South 24 Paraganas, which is butted and bounded as follows :

ON THE NORTH: Land of the Company in R.S &L.R.Dag Nos.9 2(P),93(P),94 (P),95(P),140(P),150,160and Part of Land of Dihimedanmalla Mouza (J.L. No. 34).

ON THE SOUTH : Land of R.S & L.R. Dag Nos.142(P), 143(P), 166(P) and 193(P).

ON THE EAST : 25 feet wide Road of the Project.

ON THE WEST : Part of Land of DihimedanmallaMouza(J.L. No. 34).

**PART-IV(A)****( DESCRIPTION OF LAND ATTACHED TO THE ROW HOUSE )**

**ALL THAT** piece and parcel of land measuring about .....Sq.ft. more or less, attached to the Ground plus one (G+1) storied Row House being No....., mentioned herein below, lying and situated beneath & surrounded of the at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana-Medanmalla, comprised in the following **L.R Dag No. ....and L.R. Khatian No. ....**, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of **Mallickpur Gram Panchayat**, being **Holding No. ....** ( Old Holding No. .... ) , **Pin Code No. 700145**, in the District of South 24 Paraganas. The **Row House** mentioned in the **Second Schedule** herein below and the land mentioned in this Schedule, attached to the said Row House , is an inseparable part and parcel of the Unit and these can not be sold separately to the Third Party.

**PART-V****(DEVOLUTION OF TITLE)****WHEREAS:**

- A). The aforesaid MALINATH TRADING PVT. LTD. ( presently known and identified as SHARDA SONS RESOURCES PRIVATE LIMITED), had purchased **ALL THAT** piece and parcel of shali and Bastu land measuring about **934.72 Decimal** (i.e. **9.3472 Acre**) more or less, in its previous name (i.e. **MALINATH TRADING PVT. LTD.**), by virtue of several Deeds of Conveyance, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as -

Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
A.D.S.R- Baruipur	5728	2015	1611-2015	37519-37539		R.S.-27, L.R.-1128	7.40
A.D.S.R- Baruipur	4506	2015	1611-2015	16826-16842	93	R.S.-127/1, L.R.- 1220	13.00
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	94	R.S.487 &28 and L.R.-795, 796,797 , 798, 512/1, 419, 604	49

D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	95	R.S-430 and L.R.- 798	39
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	96	L.R-182	13
A.D.S.R- Baruipur	7558	2015	1611	68997-69023	97	1226 and 1227	8.25
D.S.R.-IV, Alipore	3168	2017	1604-2017	82982-83009		1426	5.57
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	98	L.R.-364and 639,	28
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	99	471/1, 471/2, 471/3, 471/4, 471/5, 471/6	28
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	101	L.R.-543	53
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	111	L.R.- 424	17.25
A.D.S.R- Baruipur	3063	2016	1611-2016	60984-61004		R.S-44 and L.R.- 424	5.75
D.S.R.-IV, Alipore	4385	2014	25	669-687	133	L.R.-586	90
D.S.R.-IV, Alipore	4387	2014	25	756-775		L.R.-586 and 827	20
D.S.R.-IV, Alipore	3198	2015	10	9348-9364	134	L.R.-554	73
A.D.S.R- Baruipur	1917	2016	1611	40539- 40565	135	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	21
A.D.S.R- Baruipur	1917	2016	1611	40539-40565	137	R.S.-474, 491/1, 492/1, 493/1,494	8.5

						and L.R.-841	
A.D.S.R- Baruipur	4556	2015	1611	17555-17576		R.S.-56 and L.R.- 249	8.5
A.D.S.R- Baruipur	4129	2015	1611	10675-10702		L.R.-415	8.5
A.D.S.R- Baruipur	4555	2015	1611	17530-17554		L.R.-382	8.5
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	138	L.R.-707	19
A.D.S.R- Baruipur	6859	2015	1611	57099-57129	139	R.S.-297 and L.R.- 180,	13.40
A.D.S.R- Baruipur	6857	2015	1611-2015	57060-57083		R.S.-297 and L.R. - 180 & 1049	6.60
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	140	R.S.-128 and L.R. - 795, 796, 797	26
D.S.R.-IV, Alipore	4387	2014	25	756-775	141	L.R.-586 and 827	36
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	142	57,95,101,104, 177,404,449, 568, 798	60
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	142/827	L.R.-798	40
D.S.R.-IV, Alipore	4384	2014	CD-25	612-632	143	R.S.-129 and L.R.- 798	89
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031		R.S.-129 and L.R.- 798	10



D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	194	L.R.-798	30
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	195	L.R.- 57, 95, 101,104, 177, 404, 449, 568,	17
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	196	L.R.-57, 95, 101, 104, 177, 449, 568,	7
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	198	L.R.- 57,95,101,104 177,404,449, 568, 798	7
D.S.R.-IV, Alipore	4383	2014	CD-25	593-611	202	L.R. - 795, 796, 797	62
A.D.S.R- Baruipur	00671	2017	1611-2017	11446-11468	205	RS- 227, L.R.-799, 800, 801	6.50
						TOTAL =	934.72

- B). Thereafter the above-mentioned MALINATH TRADING PVT. LTD. (presently known and identified as SHARDA SONS RESOURCES PRIVATE LIMITED), one of the Owners herein, has mutated its name as the Owner in the records of B.L.& L.R.O-Baruipur, South 24 Parganas under **L.R. Khatian No. 1420, 2121 and 2146** and the mutated area is **916.97 Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.
- C) Thereafter for the benefit of the project a few quantum of land was purchased from another company, Land Owner No. (2) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 94,95 and 96** was sold to the said company, by virtue of several Deed of Conveyances.
- D). Due to the decision of the management and by virtue of Certificate of Incorporation, issued on 11-07-2019 by the Registrar of the Companies, Government of Indian, the name of the company has been changed from "MALINATH TRADING PVT. LTD." to "SHARDA SONS RESOURCES PRIVATE LIMITED".

- E). After the aforesaid transfer, the above-mentioned SHARDA SONS RESOURCES PRIVATE LIMITED (previously known and identified as MALINATH TRADING PVT. LTD), one of the Owners herein, has become the lawful Owners and possessed of **ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring **918.46 Decimal** (i.e. **9.1846 Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97, 98, 99, 101, 111, 133, 134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. Khatian Nos- 1420, 1426, 2121, 2146 and 800**, lying and situated at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruiipur, Police Station - Baruiipur, within the jurisdiction of **Mallickpur Gram Panchayat**, in the District of South 24 Parganas, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- E). The above-mentioned **SHARDA SONS RESOURCES PRIVATE LIMITED** (previously known and identified as **MALINATH TRADING PVT. LTD.**), one of the Owners herein, also got its name mutated in respect of the said project land in the records of Mullickpur Gram Panchayat, South 24 Parganas, which has since been recorded under **Holding Nos. 243 & 244 ( Old Holding No.577 & 578)** .
- F). On the other hand, the aforesaid **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, another Owner herein, had purchased **ALL THAT** piece and parcel of shali and Bastu land measuring about **638.81 Decimal** (i.e. **6.3881 Acre**) more or less, by virtue of several Deeds of Conveyance, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as-

Registration Offices	Deed No.	Year	C.D. Volume No.	Page Nos.	R.S.& L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
D.S.R-IV, Alipore	4388	2014	25	812-832	76	R.S.- 344,93 L.R.- 634,530,578 ,798	11.50

A.D.S.R.- Baruipur	7656	2016	1611-2016	142694-142713	83		6.00
D.S.R.-IV, Alipore	4388	2014	25	952-976	84	R.S.- 344,93 L.R.- 634,530,578 ,798	12
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	85	798	6.50
D.S.R.-IV, Alipore	8025	2014	46	2758-2776	86	R.S-59,L.R- 328/8	8.3327
A.D.S.R.- Baruipur	7655	2016	1611-2016	142666-142693		L.R.- 166, 480, 1264 and 1265	11.1107
D.S.R.-IV, Alipore	3208	2017	1604-2017	117666-117697		LR-12 & 166	5.5566
A.D.S.R.- Baruipur	1312	2015	2	8642-8655	87	R.S- 244,L.R- 1001	19
D.S.R.-IV, Alipore	4389	2014	25	866-885	88	L.R-798	90
D.S.R.-IV, Alipore	4381	2014	25	735-755			20
D.S.R.-IV, Alipore	4381	2014	25	735-755	89	L.R-798	71
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	92	L.R- 79,250,798, 187,546	46
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	93	L.R- 79,250,798, 187, 546	33

D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	94	1420	5.59
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	95	1420	5.34
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	96	795-797, 182	5.33
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	97	798	10.75
A.D.S.R.- Baruipur	9886	2014	19	2065-2079	100	R.S- 176,177,L.R -126	27
A.D.S.R.- Baruipur	9887	2014	19	2080-2094		R.S- 176,177,L.R -126	28
D.S.R.-IV, Alipore	4390	2014	25	886-910	144	L.R.-798	24
D.S.R.-IV, Alipore	4390	2014	25	886-910	145	L.R.-382	14
D.S.R.-IV, Alipore	4390	2014	25	886-910	146	R.S-55,L.R- 798,706	17
A.D.S.R.- Baruipur	1786	2015	3	5478-5491	147	R.S-475, L R-3	1.73
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981		R.S-475, L.R.1420	2.27
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981	147/854	L.R- 798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148/855	L.R-798	3

Alipore							
D.S.R.-IV, Alipore	4382	2014	25	565-592	149	L.R- 798,382, 969, 852	29.50
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948		1420	9.50
D.S.R.-IV, Alipore	4382	2014	25	565-592	161	L.R-798	30
D.S.R.-IV, Alipore	4390	2014	25	886-910	165	L.R-798	28
A.D.S.R.- Baruipur	06179	2014	CD-12	4943-4956	196	L.R-893	4
D.S.R.-IV, Alipore	8026	2014	46	2777-2793	200	L.R- 798,1124, 1125,	20.95
						L.R-688	2.67
A.D.S.R.- Baruipur	7847	2016	1611-2016	145493-145512		L.R-1506, 1507, 1512, 1513, 1514	0.18
D.S.R.-IV, Alipore	8030	2014	46	2850-2863	201	L.R-798	24
						<b>Total =</b>	<b>638.81</b>

G). The aforesaid **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, had also purchased **ALL THAT** piece and parcel of shali land measuring about **21.49 Decimal** more or less, out of **123 Decimal**, lying and situated at **Mouza-Dihimedanmalla**, J.L. No.-34, Touzi No.-250, Pargana- Medanmalla, **R.S. & L.R. Dag No.799. under R.S. Khatian No.11/3 and L.R. Khatian Nos.314, 166, 49 and 261**, by Nature - Shali, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Hariharpur Gram Panchayat, Pin Code No. 700144**, in the District of South 24 Parganas, more fully and particularly described in the **PART- IIB OF THE FIRST SCHEDULE** hereunder written, by virtue of a **Deed of Conveyance being No. 04188**, for the **Year 2017**, which was executed and registered on **08-06-2017**, in the office of A.D.S.R.- Baruipur, South 24 Parganas

and it is/was recorded in **Book No.-I. Volume No. 1611-2017, Pages from 67593 to 67622.**

- H). Thereafter the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, has mutated its name as the Owners in the records of B.L. & L.R.O- Baruipur, South 24 Parganas under **L.R. Khatian No. 1426** and the mutated area is **597.97 Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.
- I). Thereafter for the benefit of the project a few quantum of land in **R.S. & L.R. Dag Nos. 147** was purchased from Land Owner No. (1) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 97** was sold to the said company, by virtue of a Deed of Conveyance.
- J). After the aforesaid transfer, the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, has become the lawful Owners and possessed of **ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 6.5473 Acre)** more or less, lying and situated at **Sultanpur** (J.L. No.-16) and **Dihimedanmalla Mouza** (J.L. No.-34), District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Hariharpur Gram Panchayat and Mallickpur Gram Panchayat**, in the District of South 24 Parganas, more fully and particularly described in the **Part-IIC of the FIRST SCHEDULE** hereunder written which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- K). The above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED** also got its name mutated in respect of the said project land partly in the records of Mullickpur Gram Panchayat, South 24 Paraganas, which has since been recorded under **Holding Nos. 244&247 ( Old Holding Nos. 574 & 575) .**  
**Combined Part of the Total Properties of Land Owners herein :**
- L). Thus the Party of the First Part have thus become the lawful Owners of **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less, lying and situated at **Sultanpur** (J.L. No.-16) and **Dihimedanmalla Mouza** (J.L.No.-34), District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station-Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat**, **Holding Nos. 243 & 244 and 244 & 247 (Old Holding No. 577 & 578 and 574**

**& 575)**, in the District of South 24 Parganas, more fully described in the **Part-III of the First Schedule** herein above.

**M).** The Land Owners hereby undertake and covenant that

- i) neither the aforesaid plots of land nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.
- ii) they have not received any notice of acquisition or requisition of the property described herein above.
- iii) save and except them (the Land Owners mentioned herein above) no other person or persons or company can claim any right title or interest what so ever in the **Part-III of the FIRST SCHEDULE** herein below.
- iv) no suit or proceeding in respect of the Project Land, mentioned in the **Part-III of the FIRST SCHEDULE** herein below is pending i.e. the said land is free from any claim or dispute of any nature what so ever;

**N).** Since after purchase, the First Party/Owners have been possessing, enjoying and exercising its rights, title, interest of the said project land peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and has every right to transfer the same to anybody against valuable consideration.

**O).** Thereafter the aforesaid plots and part of the plots of land and /or project land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, have already been converted from 'Shali' to "**Bastu Commercial and/or Housing Complex**" from the concerned authority.

**P)** The Owners/ First Party are desirous of utilizing the said Project Land for gain. So, the Owners/ First Party have approached the Promoter/ the Second Party for the same. The Promoter considering the proposal of the Owners/ First Party, has also agreed to develop the said land into the Residential Building(s) and Row House with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.

**Q).** The First Party and the Second Party sat on several meetings and in the meetings it had been decided that Development Agreements and Development Power of Attorney would be executed in respect of the project land mentioned herein before and the Second Party shall construct the Residential Building(s) and Row Houses therein in terms of the "Development Agreement" and "Development Power of Attorney".

- R). The Said Land is earmarked for the purpose of project of Residential Housing Complex which consists of Building(s) and Row Houses, Resident Club, Commercial Areas, with various modern facilities on joint venture basis and the entire project shall be known as **"SQUAREMARK MOHORKOONJO"** ("**Project**") and these areas may be developed as per the Promoter's decision in a phased manner as mentioned herein above.
- S) The Owners herein are in process of acquiring further additional land parcels adjacent and contiguous to the project land and the promoter will develop said acquired land parcels along with the project land for integrated development. The Promoter shall modify the existing plan and obtain revised plan for the said additional land parcel and consume the additional FAR available for the proposed revision of the sanction plan for horizontal /vertical extension of existing buildings/blocks sanctioned by the concerned authority. The Allottee(s) by signing this Agreement has/have consented to the above and shall not raise any objection in future in this regard.
- T) Being desirous of exploiting the aforesaid plots of land commercially and for gaining profit, and to develop the said premises and/or plots of land into a Residential Cum Commercial Buildings and Row Houses jointly with the Promoter therein, both the Parties (the Land Owners and the Promoter herein and therein) have entered into two **Development Agreements** such as (i) **Development Agreement No.-1604-03015, for the Year 2023** which was executed by "**SHARDA SONS RESOURCES PRIVATE LIMITED**" with the Promoter herein and registered on 14-03-2023, in the office of "**D.S.R.-IV, Alipore, South 24 Parganas, West Bengal**" and recorded in Book No.-I ; Volume No.- 1604-2023; Pages Nos.-84886 to 84947 and (ii) **Development Agreement No.-1604-03016, for the Year 2023** which was executed by "**APLOMB CONSTRUCTION PRIVATE LIMITED**" with the Promoter herein and registered on 14-03-2023, in the office of "**D.S.R.-IV, Alipore, South 24 Parganas, West Bengal**" and recorded in Book No.-I; Volume No.- 1604-2023 ; Pages Nos.- 84827 to 84885 .
- U) Due to implementation of the said development works, the aforesaid Land Owners mentioned herein above and therein have also executed **2 (Two)** nos. of **Development Powers of Attorney** such as (i) **Development Powers of Attorney being No.- 1604-03098, for the year 2023** which was executed by "**SHARDA SONS RESOURCES PRIVATE LIMITED**" and registered on 14-03-2023 in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas,



West Bengal and recorded in **Book No.I, Volume No. 1604-2023, Page Nos. from 84732 to 84759** and (ii) **Development Powers of Attorney being No.- 1604-03097, for the year 2023** which was executed by "APLOMB CONSTRUCTION PRIVATE LIMITED" and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84760 to 84792**, in favour of the Developer, mentioned herein above, for construction of multi-Storied Building(s)/ Row Houses, according to the Sanctioned Building Plan.

- V). Out of the aforesaid plots of land, the **Promoter /Second Party** mentioned herein, is developing Phase-wise (Phase-II herein), part by part, a Residential Housing Complex of Row Houses on the piece and parcels of vacant land **admeasuring an area of 573 Decimal ( i.e. 5.73 Acre)** more or less ,lying and situated in **R.S & L.R Dag Nos- 92, 93, 94, 95, 140, 141, 142, 143, 144, 145, 146, 147, 147/854 , 148, 148/855 , 149, 161 and 165 Under L.R. Khatian Nos.- 1420, 1426, 3 and 798**, by Nature - Bastu Commercial, all dags arelying and situated at **Mouza-Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana-Medanmalla, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of Mallickpur Gram Panchayat, being Holding Nos. 243 &244 ( Old Holding Nos. 577 & 578 ) in the name of Sharda Sons Resources Pvt. Ltd. and Holding Nos. 244 &247 ( Old Holding Nos. 574 & 575 ) in the name of Aplomb Constructions Pvt. Ltd. , Pin Code No. 700145**,in the District of South 24 Paraganas, categorically mentioned in the **Part-IV of the First Schedule** written hereunder and hereinafter referred to as the **SAID PLOTS OF LAND**which is/will be called and treated as "**SQUAREMARK MOHORKOONJO(PHASE-II)**".
- W). As per the terms and conditions agreed & decided in the meetings by and between the Parties in connection with the development of the said project land, at the cost and expenses of the **Promoter /Second Party**, the Owners mentioned herein, has already obtained sanction of the **Building Plan** from the **South 24 Parganas ZillaParishad/KMDA , vide Sanction No./Building Plan No. 886/1016/KMDA, dated 10-11-2023** to develop the **Phase- II** of this project for construction of **G+1 storied**Row Houses. The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

- X). The Land Owners mentioned herein above and therein, had already handed over the possession of the said property along with all original deeds to the Developer/Promoter.
- Y). In accordance with the Sanctioned Building Plan, the Promoter/Developer herein, has completed and/or been going to complete the construction of the said building(s)/ Row Houses/Units.
- Z). 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 /will have been completed.
- AA).The Promoter has registered the Project "**SQUAREMARK MOHORKOONJO (PHASE-II)**" under the provisions of the Act with the "**Real Estate Regulatory Authority** (herein referred to as the **RERA**)" at Kolkata being **Registration No.-** .....issued on.....
- BB). The Land Owner as well as the Promoter have jointly decided to sell one (G+1) storied **Row House** , fully mentioned in the **SECOND SCHEDULE** written hereunder , Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**COMMON AREAS , INSTALLATIONS AND FACILITIES**", more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and also user right in the land beneath the said one storied building, more fully mentioned and described in the **Part-IV of the FIRST SCHEDULE** herein below, all hereinafter jointly/collectively called and referred to as the "**SAID UNIT**" (hereinafter referred to as the "**Row House**"), in the Project "**SQUAREMARK MOHORKOONJO (PHASE-II)**"for which they have framed the terms and conditions , mentioned herein below.
- CC).To determine and identify their **Allocation**, as per terms and conditions of the aforesaid **two Development Agreements**, executed and registered on**14-03-2023**, the Land Owners and the Promoter / Developerherein, have jointly executed and registered a "**Deed of Declaration for Allocation of Ownership**" on **22-12-2023** in the office of **D.S.R.- II, Alipore, South 24 Parganas** and it is recorded in **Book No. I, Volume No.-1602-2024, Pages from 608 to 638, being Deed No. 1602-18144, for the Year 2023.**

- DD). As per the aforesaid **"Deed of Declaration for Allocation of Ownership" being No.1602-18144, for the Year 2023**, the aforesaid Promoter/Developer herein, has become the lawful owner of **49 (Forty Nine)** nos of **Row Houses**, admeasuring an area of **58,550 Sq.ft.** more or less which equals to **71%** of **Total Built up Area/Maintenance Chargeable Area/Saleable Area** of the Project **"SQUAREMARK MOHORKOONJO ( PHASE - II )"** which will be sold/transferred by virtue of the Power of Attorney, mentioned herein below.
- EE). Thereafter the Promoter/Developer herein namely **"SQUAREMARK HOMES PVT. LTD."** has executed a **"General Power of Attorney"** which is/was executed and registered on **01-02-2024** in the office of **"D.S.R.-V, Alipore, South 24 Parganas"** and recorded in **Book-I, Volume No. 1630 -2024, Pages from 6786 to 6830, being Deed No. 1630-00322, for the Year 2024**. The aforesaid Power of Attorney has/had been executed in favour of one **SRI PANCHU GOPAL SARDAR ( Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 5503 7136)**, son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by nationality- Indian, resident of Village- Nihata, P.O.- Kundarali, P.S. – Baruipur, PIN Code No.- 743610, District- South 24 Parganas, therein and herein referred to as the **"ATTORNEY"**, to sell the Row Houses /Units and car parking spaces and other spaces (if any) of the project **"SQUAREMARK MOHORKOONJO ( PHASE - II )"**.
- FF) In terms of the said **" Development Agreement"**, as aforesaid and to realize the cost of construction of the building, the Promoter and the Land Owners have decided and declared to sell **ALL THAT** one (G+1) storied Row House, fully mentioned in the **SECOND SCHEDULE** written hereunder, Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **"COMMON AREAS, INSTALLATIONS AND FACILITIES"**, more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and also the right in the land beneath the said one storied building, more fully mentioned and described in the **Part-IV of the FIRST SCHEDULE** herein below, all hereinafter jointly/collectively called and referred to as the **"SAID UNIT"** (hereinafter referred to as the **"Row House"**), in the Project **"SQUAREMARK MOHORKOONJO (PHASE-II)"**, for a consideration as mentioned in **Part-I** of the **FOURTH SCHEDULE** including all mandatory costs **excluding G.S.T.** which is

the highest price of the said Row House/ Unit as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder .

**GG)** The Purchasers herein on coming to know such intention of the Vendors (the Land Owners and the Promoter) and after being satisfied with all the papers and documents relating to the title of said Row House, have approached the Promoter and agreed to purchase one (G+1) storied Row House, fully mentioned in the **SECOND SCHEDULE** written hereunder ,Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **"COMMON AREAS , INSTALLATIONS AND FACILITIES"**, more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and also user right in the land beneath the said one storied building, more fully mentioned and described in the **Part-IV of the FIRST SCHEDULE** herein below, all hereinafter jointly/collectively called and referred to as the **"SAID UNIT"** (hereinafter referred to as the **"Row House"**), in the Project **"SQUAREMARK MOHORKOONJO (PHASE-II)"**,and the Promoter/Developer with the consent and concurrence of the Land Owners, has agreed to sell the same to the Purchasers/Allottees for a consideration as mentioned in **Part-I of theFOURTH SCHEDULE** ,including all mandatory costs excluding G.S.T. which is the highest price of the said Row House/ Unit as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder.

**HH)** Accordingly by virtue of this **"Agreement for Sale"** , the Vendor/**Developer/Promoter**has allotted one (G+1 storied) Row House, fully mentioned in the **SECOND SCHEDULE** written hereunder ,Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **"COMMON AREAS , INSTALLATIONS AND FACILITIES"**, more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and also right in the land beneath the said one storied building, more fully mentioned and described in the **Part-IV of the FIRST SCHEDULE** herein below,all hereinafter jointly/collectively called and referred to as the **"SAID UNIT"** (hereinafter referred to as the **"Row House"**), in the Project **"SQUAREMARK MOHORKOONJO (PHASE-II)"**,which is free from all encumbrance, charges, liens, lispendences,

attachments acquisitions and all other liabilities whatsoever at or the price which is fully mentioned in the **Part-I of FOURTH SCHEDULE** written hereunder.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**( Description of Row House)**

**(Developer's Allocation)**

**ALL THAT** the Ground plus one (G+1) storied **Row House** being No.....having **carpet area** of ..... Sq.ft corresponding to **Built-up area** of \_\_\_\_\_ Sq.ft and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**COMMON AREAS , INSTALLATIONS AND FACILITIES**", more fully mentioned and described in the **THIRD SCHEDULE** hereto (user right only since Common Area will be conveyed to Association) and along with exclusive use of the **Terrace** admeasuring an area of \_\_\_\_\_ Sq.ft attached to the Unit/ Row House and also right in the land beneath the said building, having land area measuring about .....Sq.ft. more or less, more fully mentioned and described in the **Part-IV (A) of the FIRST SCHEDULE** herein above which includes exclusive use of the **Balcony** admeasuring \_\_\_\_\_ Sq.ft and also exclusive use of the **Front Yard** open area admeasuring an area of \_\_\_\_\_ Sq.ft(which includes Car Parking Area) and the **Back Yard** area admeasuring an area of \_\_\_\_\_ Sq.ft and the **Roof** admeasuring an area of \_\_\_\_\_ Sq.ft and Together with **Additional Backyard** admeasuring an area of \_\_\_\_\_ Sq.ft, Together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said **Row House**, all hereinafter jointly/collectively called and referred to as the "**SAID UNIT**", in the Project "**SQUAREMARK MOHORKOONJO (PHASE-II)**", demarcated in annexed **Floor Plan or Map** , bordered with **Red Colour**, which will be sold by the above mentioned present Vendors . All the easement rights pertaining to the said UNIT are to be held and enjoyed by the Purchasers herein with the Owners of the other Row House/ Units/Units. The details of the Row House/Unit is as follows :

Row House/Unit No.	
Block No.	
Floor No.	
Carpet Area ( including Cupboard Area but excluding the area of Balcony & exclusive open terrace if any)	Sq.ft. (more or less)

Built Up Area	Sq.ft. (more or less)
Maintenance Chargeable Area	Sq.ft. (more or less)
Terrace (Built Up Area) (without construction right)	Sq.ft. (more or less)

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS ,INSTALLATIONS AND FACILITIES)**

**1. The Common Portions are at 3 (three) levels, which are :**

**LEVEL-I: Those which are common to all the segments including commercial/retail etc and are collectively called the "Service Zone" and includes the following:**

**Applies to present phase and all the other phases both future and past**

- 1 Sewerage treatment Plant / Septic Tank if provided.
- 2 Common generators, its installation and its allied accessories , lighting of the common areas, GenetorRomm (if any) and common utilities.
- 3 Garbage Disposal area
- 4 Projects' Internal Roads including passages providing easement rights, installations and security arrangements not exclusive to any segment.
- 5 Drains and sewers from the premises to the Panchayat Duct /STP.
- 6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 7 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 8 Boundary walls of the premises including outer side of the walls of the building and gates in respect of the said Premises and all areas or parts of the building required for ingress and egress to and from the respective units.
9. Corridors, Driveways, Lawns, Open Spaces, Common Lavatories/ Toilets (if any) in the Ground Floor.
10. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir and other common plumbing installations and spaces required thereto.
11. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station, Electric connection, installations and equipments.
12. Security Ghumty/Room (if any),
13. Transformer electrical wiring meters and fittings and fixtures for lighting common areas.

- 14 Power Back up .
- 15 Solar Energy Power for common area electricity usage
- 16 Management/Maintenance Office
17. Security system (if any)
18. Main entrance Gate
- 19 Fire Fighting systems and alarms in the common areas( if any).
20. Waste disposal system
21. Durwans Room
22. Centralised Cable service
23. Any other facility and area provided for common use.

**LEVEL-2 :Those which are to remain common to all the Row House/Unit Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Row House Owners shall have proportionate share therein. These include the following:**

1. Landscaped Garden and Central lawn , water bodies and fountains (if any),
2. Equipped AC Indoor Children's playing zone
- 3 Outdoor children play area
- 4 Walking/jogging track
- 5 AC Banquet hall for hosting parties with attached lawn
6. Club/ Party lawn
7. Multipurpose Court
- 8 Swimming pool
- 9 Air conditioned indoor games room
- 10 Well equipped Multi Gym
- 11 Close circuit TV
- 12 Adda Zone
- 13 Central Lawn for community gathering.
- 14 Yoga / Mediation Area
- 15 Outdoor Gymnasium

**LEVEL-3 :**

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1&2, the common portions like land, pipes, ducts and cables situate within the area of the entire project whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments/Phases and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Row House Owners. Similarly those in any particular Block shall be deemed to be the Common Part only of that Block.

2. The Promoter reserves the right to alter the above scheme or any of the items mentioned as so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

### 3. CLUB :

A 'CLUB' type facilities as committed shall be set up and for this purpose the Promoter may propose to develop a club house or community building (as the case may be) as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. It is however clarified that the Promoter shall be entitled to grant membership rights to such other persons as they may deem fit and the Allottee shall not object to the same. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. **The club will be operational before the completion of entirety of the housing complex** but possession of Building Blocks will be given in phase-wise .The membership and the right to use the club facilities shall always be subject to payment of charges/fees and observance of regulations. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency , as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

On failure of the Allottee to regularly pay the charges, subscription etc. in respect of the Club, the Promoter or the Property Management Agency as the case may be , shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges .

If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/its Row House, Unit, it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Row House/Unit, and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.

#### **Rules and Regulations of the Club:**

The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be formulated in due course and circulated to the Allottee (Club Scheme) (1) The Allottee will be required to abide by the rules and regulation of the Club , (2) Membership of the Said Club shall be open only to all Allottees of the Said Complex besides the Promoter , (3) Each Row House, can opt for 1 (one) membership, irrespective of the number of Owners/Lesseees of such Row House, (4) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Row House, , who, for all purposes, shall be treated as the member of the Said Club (5) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee to the Club Manager as and when



required by the Club Manager (6) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (7) in the event of sale/transfer of the Said Row House, the membership will stand terminated and the new Owner/Lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (8) if an Allottee lets out his/her Row House/Unit, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee and (9) the acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Row House/Unit.

The allottees of the Complex, are required to pay one time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance . Maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be . Allottees of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body .i.e monthly club charges will be calculated on the basis of the following formula:  
 Total Club and other facilities Expenses /Total Sq.Ft of all the Allottees who have got deemed possession

The Promoter as part of the club , for the convenience benefit of the occupants of the Row House/Units in the Project, has provided a space for setting up a CONVENIENCE STORE for supplying everyday requirements of goods of general utility which may be operated by an outside operator/agency who will take up the said space from the Promoter . The Promoter shall not be responsible for either the quality of the products or the price. Sale of intoxicants and/or any other illegal goods will be strictly barred from being dealt from the said stores.

**Club Recreation Facilities:**

The Club shall have the recreational facilities like Air-conditioned Banquet Hall, Children's Play area, Swimming pool, Well equipped Multi Gym ; Air conditioned indoor games room , Multipurpose Court , Yoga / Meditation Area , Indoor game facilities. These facilities may be changed by the Promoter if required at the time of implementation. The said Club will also be for the use of the various Unit / Allottees and/or any person occupying through the respective Unit Owner /Lessee subject to getting membership and also subject to making payment of the charges and monthly subscription charges which may be levied and/or imposed by the Promoter from time to time for use of Club facilities and such terms and conditions and rules and regulations to be formulated in that regard by the Promoter.

If the Promoter has plans of developing leisure/entertainment activities in any natural water body within the Complex and while the Builder will exercise all care and take all precautions as per the guidelines of the architects and experts while putting/developing these activities , the Promoter shall neither be held liable nor be responsible directly or indirectly for any illness/injury/accident/death/loss/damages of life/property to the Allottee / any persons or their guests / visitors who use these activities.

Due to operation of any law or any statutory order, if a portion of the entire scheme is discontinued or truncated, then the Allotees affected by such discontinuation or truncation will have no right of compensation from the Promoter .

The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc . The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers . The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non performance or otherwise of these services provided by the respective Service Providers.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**(Total Price/Consideration Including Taxes)**

Consideration for the said **Row House/Unit**, mentioned in the **Second Schedule** herein above is Rs. ....../-( Rupees.....) only.

**[PAYMENT AND SCHEDULE FOR EXTRAS AND DEPOSITS. TAXES AS APPLICABLE WILL BE EXTRA]**

<b>DETAILS &amp; TOTAL PRICE OF THE ROW HOUSE/UNIT :</b>	
<b>Row House No. :</b>	<b>Maintenance Chargeable Area :</b>
<b>COST OF ROW HOUSE (A)</b>	Rs,
<b><u>OTHER CHARGES, DEPOSITS AND LEGAL FEES</u></b>	
<b><u>OTHER CHARGES (B)</u></b>	
Club Charges	Rs:
Common Electrical & Infrastructure Charges	Rs:
Society Formation Charges	Rs:
<b><u>DEPOSITS (C)</u></b>	
Deposit for Advance Maintenance Charges (for 1 Year)	Rs
Deposit for Sinking Fund	Rs:
<b><u>LEGAL FEES (D)</u></b>	
Legal Fees	Rs:
<b>TOTAL AMOUNT OF OTHER CHARGES, DEPOSITS AND LEGAL FEES ( E) =</b>	<b>Rs: Total amount of (B+C+D)</b>

<b>TOTAL PRICE OF THE ROW HOUSE (Excluding Taxes) (F) =</b>	<b>Rs. Total amount of (A+B+C+D)</b>
<b>APPLICABLE TAXES ON TOTAL PRICE (F)</b>	
<b>Applicable Taxes on Total Price as above = (G)</b>	<b>Rs:</b>
<b>SUM TOTAL OF THE ROW HOUSE (Including Taxes) (H) =</b>	<b>Rs. Total amount of (F+G)</b>

### **PAYMENT SCHEDULE OF SQUAREMARK MOHORKOONJO (PHASE II)**

#### **[PAYMENT PLAN FOR TOTAL PRICE APPLICABLE TAXES EXTRA]**

The Total Price shall be paid by the Allottee(s)/Purchaser(s) in the following manner:

<b>STAGE OF DEMAND</b>	<b>CATEGORY</b>	<b>% OF DEMAND</b>
APPLICATION / BOOKING MONEY	UNIT COST	10%
ON AGREEMENT	UNIT COST	10%
ON COMPLETION OF FOUNDATION	UNIT COST	10%
ON COMPLETION OF FIRST FLOOR SLAB CASTING OF THE SAID UNIT	UNIT COST	15%
ON COMPLETION OF ROOF CASTING OF THE SAID UNIT	UNIT COST	15%
ON COMPLETION OF BRICKWORK AND PLASTERING OF THE SAID UNIT	UNIT COST	10%
ON COMPLETION OF CONDUITS FOR ELECTRICAL LINES, PLUMBING LINES AND FIXING OF DOOR FRAMES AND WINDOWS	UNIT COST	15%
ON COMPLETION OF FLOORING OF THE SAID UNIT	UNIT COST	10%
ON POSSESSION OR REGISTRATION WHICHEVER IS EARLIER	UNIT COST	5%
LEGAL CHARGES (ON SALE AGREEMENT)	OTHER CHARGES	50%
LEGAL CHARGES (ON REGISTRY)	OTHER CHARGES	50%
COMMON ELECTRICAL AND INFRASTRUCTURE CHARGES (ON POSSESSION)	OTHER CHARGES	100%
CLUB CHARGES (ON POSSESSION)	OTHER CHARGES	100%
ADVANCE MAINTENANCE FOR ONE YEAR (ON POSSESSION)	OTHER CHARGES	100%
SINKING FUND (ON POSSESSION)	OTHER CHARGES	100%
SOCIETY FORMATION (ON POSSESSION)	OTHER CHARGES	100%

#### **PART - II**

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 30 [Thirty] days from the date of issue of Demand Letter otherwise interest will be charged as per applicable rate. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and

refund the balance amount of payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration. All payments received after due date will be first applied towards applicable rate of interest (as per Rules) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART - III**

The "**Promoter**" shall endeavor to construct the said Row House/Unit and make the same ready for delivering the possession thereof not later than **31-03 2027** as mention in Application of Booking Form and/or reasons beyond the control of the "**Promoter**" in which circumstances, the provisions of RERA Act shall be applicable. Further the required provisions as per RERA Act shall also be applicable with regards to the possession of the Said Apartment/Row House/ Unit.

### **PART - IV**

#### **Additional Payments payable wholly by the Allottee**

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Row House/Unit in favour of the Allottee(s) .

(b) Individual Meter Connection Charges, Stamp duty, registration fees and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale and Row House/Unit, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Row House/Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. The Row House/Unit shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area/Maintenance Chargeable area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area//Maintenance Chargeable. The Advocate appointed by **OWNERS/DEVELOPER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

(c) Charges levied by the "**Promoter**" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Row House/Unit including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**PART - V**

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Row House/Unit upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Row House/ Unit/unit after construction being made and the measurement being certified by the "Promoter". Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee(s).

**THE FIFTH SCHEDULE ABOVE REFERRED TO :  
( Specifications )**

General Specifications of the building and the Row House/ Units /units known as "SquaremarkMohorkoonjo(Phase-II)" :-

<b>SPECIFICATIONS OF ROW HOUSES FOR PHASE - II</b>	
<b>Foundation &amp; Super Structure</b>	Earthquake-resistant RCC framed structure with composite masonry
	<b>INTERNAL SPECIFICATIONS</b>
<b>Wall finish</b>	Internal walls POP with Primer.
<b>Flooring</b>	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
<b>Kitchen</b>	Granite platform.
	Floor made with Anti-skid ceramic / vitrified tiles .
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
	Electric points for microwave & water filter.
<b>Toilet</b>	Floor with anti-skid Ceramic tiles.
	Fine quality ceramic tiles on the walls up to lintel height
	Sleek CP fittings from Jaquar / Hindware / ESSCO / Parryware or equivalent make.
	Hanging Commode with concealed system. White Sanitary ware Jaquar / Hindware / ESSCO / Parryware or equivalent make.
<b>Windows</b>	Anodized or powder coated aluminium sliding windows. Grill optional at extra cost.
<b>Doors</b>	All doors with wooden frame, flush shutter both side laminated. Main door will be designer modular door with MS grill door.
<b>Electricals</b>	Concealed copper wiring with modular switches of reputed brand.
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet, AC point with starter in all bedrooms and living / dining room.
	T.V. &intercom points in all bedrooms and living / dining room.
	Washing Machine Point will be given in Utility Balcony.
	UPSBack up for 3BHK 800 Watt and for 4BHK 1000 watt
<b>Roof Floor</b>	Solar reflective tiles.
	<b>EXTERNAL SPECIFICATIONS</b>
<b>Elevation</b>	Modern aesthetic elevation
<b>Wall finish</b>	External surface plaster with CM. and also with synthetic base waterproof branded paint.
<b>Entrance Steps</b>	Stone finished steps.
<b>Stairs</b>	Combination of stone and tiles.
<b>Water Supply</b>	24 hours through deep tube well
<b>Security</b>	CCTV surveillance for common areas in project with 24x7 central security surveillance with intercom.

<b>Common lighting</b>	Adequate street lights in common areas of the entire project.
<b>Overhead Tank</b>	Separate OH tank of 1000 litres.
<b>Entry Gate</b>	Entry portion with lawn and landscape as per design. Backyard kitchen garden. MS gate in entry and boundary wall with masonry and MS Grill.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the Row House/Unit Owners/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the Row House/Unit Owners/s in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the Row House/Unit Owners/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF :**The Salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :**Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Row House/Unit).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES:**Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owners/Vendor or Association on itsformation.
8. **AMC:**AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom,etc.
9. **RESERVES:**Creation of funds for replacement, renovation and/or other periodicexpenses.
10. **OTHERS:**All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the commonpurposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Restrictions /House Rules)**

ThePurchaser/Allottees(s) or the Unit Owner(s)**SHALL NOT BE** entitled to -

- i. Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and after complying with the Rules of the Maintenance Agency/ Association.
- ii. Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises
- iii. Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions.
- iv. Make any claim of nature whatsoever against any person who has been granted any right by the Owners/Promoter in respect of the premises not affecting the rights hereby granted neither to the Purchaser nor against the Owners/Promoter with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- v. To alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and its nominee or tenant of the unit/Row House/ Unit/unit will be allowed to park their Cars at their Car Parking Space.
- vi. Not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s)and/or two wheelers of the respective Unit Owners/Purchaser/allottee(s);

- vii. Not to use or allow to be used the said Row House/ Unit/unit for any purpose other than residence;
- viii. Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Sixth Schedule (Common expenses)** or any other matter or the basis thereof.
- ix. Not to claim any right over and/or in respect of any open land at the said premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or portion as per the Owners/Promoter or in any parking spaces other than that mentioned in the **Part-II of Second Schedule.**
- x. Not object to the user of the common area, amenities and facilities (mentioned in the **ThirdSchedule**) by the other unit Owners.
- xi. Not object to the Developers, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to outsider/third parties against payment of consideration/charges to the Developers installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building after taking necessary legal permission from concerned authority and neither the unit Owners (including the purchasers/Allottees) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- xii. Not to hinder, obstruct or object to the Owners/Promoter in erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Developers. Any revenue that may be earned, weather one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Developers exclusively and the purchaser or the association shall have not any claim regarding the same.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

**(OWNER'S/DEVELOPER'S COVENANTS )**

The Land Owners/Developer covenants with the Allottee and admits and accepts that :

- i) **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owners/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Row House/Unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Owners/Developer in creating any charge, mortgage, lien over or in respect of any other Row House/ Unit/unit or spaces of the Project in terms of the Act or Rules.



- ii) **Documentation for Loan:** The Owners/Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.
- iii) **Nomination by Allottee with Consent:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Row House/Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:
- iv) **Allottee to Make Due Payments:** The Allottee shall make payment of all dues, including any interest for delay, to the Owners/Developer in terms of this Agreement, up to the time of nomination.
- v) **Lock-in Period:** The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.
- vi) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Allottee shall obtain prior permission of the Owners/Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners/Developer and the Allottee.
- vii) **Nomination Fees:** The Allottee shall pay a sum calculated @ Rs.100/- (Rupees One Hundred only) per sq.ft. plus GST/taxes as applicable at the time of such nomination on the chargeable area of the said Row House/Unit including the chargeable area of the servant quarter, if any, as and by way of nomination fees to the Owners/Developer. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, or children of the Allottee. Any additional income tax liability that may become payable by the Owners/Developer due to nomination by the Allottee shall be compensated by the Allottee to the Owners/Promoter by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above and the Owners/Promoter reserves the right to allow/disallow such nomination.
- viii) **Future Contingency and Covenant of Allottee:** The Allottee agrees that these terms and conditions for sale and transfer of the said Row House/Unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owners/Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owners/Promoter keeping in mind any extant/proposed laws, rules and regulations. The Allottee agrees to render all

cooperation to the Owners/Promoter in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owners/Promoter or the competent authority as and when called upon by the Owners/Promoter without any claim demand demur or protest.

**THE NINTH SCHEDULE ABOVE REFERRED TO :**

**(ALLOTTEE'S COVENANTS & OBLIGATIONS)**

**A. ALLOTTEE'S COVENANTS:**

The Allottee covenants with the Owners/Promoter and admits and accepts that :

- i) Allottee's Covenants:** The Allottee covenants with the Owners/Promoter (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:
- ii) Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owners/Promoter to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Row House /Unit. The Allottee further agrees and understands that the Owners/Developer(at its own cost and maintenance) shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owners/Promoter or its men and agents within the Project premises for accessing such signages and/or display boards.
- iii) Allottee to mutate and pay rates & taxes:** The Allottee shall pay all fees and charges and cause mutation in the name of the Allottee in the records of the concerned authority within 30 (thirty) days from the date of taking conveyance deed of the said Row House/Unit (Date Of Conveyance) and pay the rates & taxes (proportionately for the Project and wholly for the said Row House/Unit from the date of possession notice and until the said Row House/Unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by

the Owners/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

- iv) **Allottee to pay maintenance charge:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Owners/Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Owners/Promoter or Association (upon formation).
- v) **Charge / Lien:** The Owners/Promoter shall have first charge and/or lien over the said Row House/Unit for all amounts due and payable by the Allottee to the Owners/Developer provided however, if the said Row House/ Unit/unit is purchased with assistance of a financial institution, then such charge / lien of the Owners/Developer shall stand extinguished on the financial institution provided all dues payable to the Owners/Developer are cleared by the Allottee and/or such financial institution.
- vi) **No right of obstruction by Allottee:** All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by the authorities do not form part of the Common Areas within the meaning of this Agreement. Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land/unit or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land/unit and the Owners/Developers / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.
- vii) **Variable Nature of Land Share and Share In Common Areas:** The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet

area of the said Row House/Unit bears to the total carpet area of all Row House/ Unit/units in the Project, (2) if the chargeable/saleable area of the Project is recomputed by the Owners/Promoter or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owners/Developer, in its absolute discretion.

**B. ALLOTTEE'S OBLIGATIONS :**

**The Allottee shall:**

- i) **Co-operate in management and maintenance:**Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Land Owners/Developer/Association (upon formation), as applicable.
- ii) **Observing Rules:** Observe the rules framed from time to time by the Land Owners/Developer/Association(upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- iii) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Row House/Unit from the date of possession, wholly for the Said Row House/Unit and proportionately for the Common Areas, facilities and amenities.
- iv) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Row House/ Unit/unit only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Land Owners/Promoter or to other Row House/Unit. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Row House/Unit is located save in the manner indicated by the Land Owners/Developer/Association (upon formation).
- v) **Use of the Row House/ Unit:** Use the Row House/Unit for residential purpose only. Under no circumstances the Allottee shall use or allow the Row House/Unit to be used for any purposes other than that as may be

sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Row House/Unit to be used as a religious establishment, godown of any type, hotel, guesthouse, service Row House/Unit, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- vi) **Maintenance of Row House/Unit:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Row House/Unit at the cost of the Allottee.
- vii) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Row House/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- viii) **Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.
- ix) **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Row House/Unit including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Row House/Unit.
- x) **No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Row House/Unit and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Land Owners/Promoter and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Land Owners/Promoter and/or the Association shall be entitled to demolish the changes and restore the said Row House/Unit at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- xi) **Fitting Air Conditioning unit:** Not to install any window/split air-conditioning units anywhere in the said Row House/Unit other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other Row House/Unit Owners or building. The developer will provide on payment of extra ac ledge charges (mandatory) the outdoor split AC ledge. The allottee/s or its nominee/tenant are not

allowed to damage the outside wall of the building for fixing outdoor split AC .

- xii) No Grills:** Not to install any box grill on the balcony or verandah/window or to obstruct any common area or entry or exit by putting goods or materials of any kind.
- xiii) No Sub-Division:** Not to sub-divide the said Row House/Unit and the Common Areas, under any circumstances.
- xiv) No Change of Name:** Not to change/alter/modify the name of the Building that is mentioned in this Agreement herein before.
- xv) No Nuisance and Disturbance:** Not to use the said Row House/Unit or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Land Owners/Promoter or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- xvi) No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles, sofa, almirah,garbage,combustible materials etc. in the Common Areas including floor corridors and staircases or areas Immediately outside the main entrance of the said Row House/Unit and areas under ground staircase, parking areas etc.
- xvii) No Obstruction to Land Owners/Developer/Association:** Not to obstruct the Owners/Developer/Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Owners/Promoter in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- xviii) No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Row House/Unit .
- xix) No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owners/Promoter / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- xx) No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- xxi) No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious, illegal, immoral or injurious activity in or through the said

Row House/Unit, common areas including but not limited to acts of vandalism, putting up posters and graffiti.

- xxii) No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Row House/Unit, the Common Areas, and the Building/Project.
- xxiii) No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Row House/Unit /said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Row House/Unit.
- xxiv) No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- xxv) No Installing Generator:** Not to install or keep or run any personal generator in the said Row House/Unit or any part of the Project.
- xxvi) No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Row House/Unit /Project. in case of allottee not being present in their Row House/Unit /Unit for a considerable time then it's the duty of the allottee to close all water points so that no water is wasted.
- xxvii) No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Land Owners/Promoter or the Association.
- xxviii) No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The Allottee shall not be allowed to hang clothes outside the balcony .
- xxix) No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- xxx) No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
- xxxi) No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.

- xxxii) No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any Allottees or retained by the Land Owners/Developers in the Project.
- xxxiii) No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the service lifts(if any) and/or staircase of the Building.
- xxxiv) No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- xxxv) No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Row House/Unit.
- xxxvi) Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Land Owners/Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- xxxvii) Not to be Identified Mechanical Car Parking:** The Owners /Developer at the request of the Allottee, may grant the right to use unidentified (upper or lower) mechanical car parking( if any) for a particular system (identified) for which the Allottee is not entitled to raise any objection.
- xxxviii) Notification regarding Letting / Transfer:** The Allottee can let out or transfer the said Row House/Unit for residential purpose only and if the Allottee lets out or transfers then the Allottee shall immediately notify the Land Owners/Developer/Association (upon formation) and the local police station of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all up to date dues of the LandOwners/Promoter / Association (upon formation).
- xxxix) No Right in Other Areas:** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Row House/Unit and the share in the Common Areas.
- xl) No Right To Sell Separately:** The Allottee shall not have any right to sell the land attached to the Row House separately , mentioned in the **PART-IV(A) of the First Schedule** herein above, to the Third Party.



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

**SIGNED, SEALED AND DELIVERED**

by the **LAND OWNERS** at Kolkata

In the presence of :

1.

2.

---

**SIGNATURE OF LAND OWNERS  
/ FIRST PART**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata

In the presence of :

1.

2.

---

**SIGNATURE OF DEVELOPER  
/SECOND PART**

**SIGNED AND DELIVERED**

By the **PURCHASERS/ALLOTEES** at Kolkata

In the presence of :

1.

2.

---

**SIGNATURE OF PURCHASER (S)/ALLOTTEE(S)  
/ THIRD PART**

*Drafted & Prepared by:*  
(As per Informations Supplied  
by the Parties)

(ShekAtaurRahaman)

Advocate  
Alipore Judges' Court  
Kolkata-700027

(Regn. No.- WB/382/2000)

Mob. No. 9330942717

**Note:**

Out of Total Stamp Duty payable, the amount of Rs. 100/- has been paid in one Non-Judicial Stamp Paper and the rest amount has also been paid on Line through Net Banking.

**MEMO OF CONSIDERATION**

**RECEIVED** by the **PROMOTER/VENDOR** from the within named **PURCHASER(S)** the amount of is **Rs. .... /- ( Rupees ..... )** **only (Excluding** the amount of all mandatory Costs, Taxes, Documentation Charges and applicable G.S.T.) which is a part payment out of Total Consideration Money for Sale of the said **ROW HOUSE/UNIT**, mentioned in the **Second Schedule** herein before, **by Cheque**/through NEFT/RTGS, in favour of "....." as per **Memo** mentioned hereunder as follows :-

Date	Ref. ID /UTR No. /Cheque No.	Bank & Branch Name	Amount ( Rs.)
<b>TOTAL=</b>			

( Rupees ..... only ).

**SIGNED, SEALED AND DELIVERED**by the **PROMOTER /VENDOR** at Kolkata

In the presence of :

1.

2.

SQUAREMARK HOMES PVT. LTD  
*Rajkumar Dutta*  
 Director

**SIGNATURE OF PROMOTER/VENDORS  
/ SECOND PART**

SQUAREMARK HOMES PVT. LTD.

Director

SQUAREMARK HOMES PVT. LTD.

*Raj Kunal Datta*  
Director