

**AGREEMENT FOR SALE (UNDER CONSTRUCTION)
(NIRMALA BREEZEBLOCK 2)**

THIS AGREEMENT FOR SALE is made on thisday ofTwo Thousand and
Twenty-three

BETWEEN

(1) **SRI SWAPAN KUMAR GHOSH**(PAN-ADOPG0788J, Aadhaar No.7764 0748 5445, Phone-9433556723),son of Late Haridas Ghosh, by occupation-Business, (2) **SMT. GITA GHOSH**,(PAN-ADXP9873D, Aadhaar No.5006 1733 9787, Phone-9875604275), wife of Sri Swapan Kumar Ghosh, by occupation-Business,(3) **SRI RAJIB GHOSH**,(PAN-ANEPG 3083A, Aadhaar No.5965 0115 5706, Phone-8697704836), son of Sri Swapan Kumar Ghosh, by occupation-Business, all by faith-Hindu, by Nationality-Indian, residing at A/17, Raj Narayan Park(Rangkal),P.O.Boral,P.S.Narendrapur(previouslySonarpur),District-South24-Parganas,Kolkata-700 154,(4) **M/S.PARADISE LAND & HOUSING CO**, a proprietorship firm, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084, represented by its sole proprietor, **SRI DIPAK KARMAKAR** (PAN- AIEPK 9983A, Aadhar No. 2950 7807 3688, Phone-9331039680) son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar (previously Jadavpur), Kolkata-700092, presently at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, P.O. & P.S. -Jadavpur, Kolkata-700 032,District South 24-Parganas,(5) **MISS PURABI DEY**(PAN-ALNPD 9604P, Aadhar No.9734 7281 5820, Phone-7001553881), daughter of Late Samarendra Nath Dey, by occupation-Business, Nationality-Indian, by faith-Hindu, residing at 3/36A/1,Vidyasagar, P.O.Naktala, P.S.Netajinagar(previously Jadavpur), Kolkata-700047,District-South 24-Parganas, (6)**SMT. SIKHA KARMAKAR**, (PAN-AOCPK 3801M, Aadhar No.3342 1726 3274, Phone9143888449), daughter of Late Nandalal Karmakar, wife of Sri Dipak Karmakar, by occupation-Business, Nationality-Indian, by faith-Hindu, residing at 4/199A, Gandhi Colony, P.O.Regent Estate, P.S.Netajinagar(Previously Jadavpur), Kolkata-700092, presently residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, P.O. & P.S. -Jadavpur, Kolkata - 700 032,District South 24-Parganas,hereinafter jointly and collectively called and referred to as the **OWNERS/VENDORS**, (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include, their heirs, successors, executors, administrators legal representative and assigns). The vendors no. 1, 2, 3, 5 and 6 are being represented by/or acting through **their constituted Attorney, SRI DIPAK KARMAKAR**(PAN-AIEPK 9983A,Aadhar No. 2950 7807 3688, Phone-9331039680) son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.MallickRoad,P.O. & P.S. -Jadavpur, Kolkata - 700 032,District South 24-Parganas, proprietor of **M/S.PARADISE LAND & HOUSING CO**, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084. Authority has been given by Vendors no.1, 2 and 3 by a Development Power of attorney registered in Book No.1, C.D.Volume No.3, Pages-3181 to 3193, Being No.1322 for the year 2015, registered at A.D.S.R.Sonarpur and Vendors no.5 and 6 have given vide General Power of attorney registered in Book No.1, Volume No.1608-2023, Pages from 2523 to 2536, being No.0063 for the year 2023 registered at A.D.S.R.Sonarpur,of the **FIRST PART**.

AND

M/S.PARADISE LAND & HOUSING CO., having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084,a proprietorshipbusiness of **SRI DIPAK KARMAKAR**, (PAN-AIEPK 9983A, Aadhaar No. 2950 7807 3688, Phone-9831007742) son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent-Estate, P.S.Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, PO. & P.S. -Jadavpur, Kolkata - 700 032,District South 24-Parganas,hereinafter referred to as the "**PROMOTER/ DEVELOPER**", (which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, representatives, executors and administrators and assigns) of the **SECOND PART**.

AND

....., (PAN :....., Aadhaar No....., Phone No.....) son of, by Occupation- by Religion- Hindu, Nationality- Indian, Residing at, P.O., P.S., District -, Pin -, hereinafter referred to as the **ALLOTTEES/PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, representatives administrators executors and assigns) of the **THIRD PART**.

The owners, the promoter and the allottees shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A.The Owners/Vendorsherein seized and possessed of and/or well and sufficiently entitled to **ALL THAT** pieceand parcel of Bastuland measuring more or less 37 Cottahs 11 Chattaks (the split up of the land being :(16Cottahs12 Chattaks 32 Sq.ft. of Block-1/Phase-1 along with (G+IV) storied building standing therein Plus 20 Cottahs 14 Chattaks 13 Sq.ft. of Block-2/Phase-2along with proposed (G+IV) storied building),situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151, 23,69, Pargana-Magura, A.D.S.R.officeat Sonarpur, P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, 3513, 3514 & 3515,Holding No. 86, Tarafdar Para Road, Ward No.25 under Rajpur Sonarpur Municipality, P.O.DakshinJagaddal, Kolkata-700151, District South 24-Parganas, hereinafter referred to as the “SAID ENTIRE PRIMISES” more fully described in SCHEDULE-B hereunder written.

The Title Documents of the Owners as follows:-

(1)That One Mrityunjoy Dutta, son of Late Sudhir Chandra Dutta was seized and possessed of or otherwise well and sufficiently entitled to all that bastu land measuring 132 decimals in Dag No.1002 of Khatian No. 1117, Mouza-Jagaddal, J.L.No.71 and had been paying Govt. Rent thereof and enjoying every rights title and interest over the aforesaid property without interruption, claim and demand whatsoever.

(2)That the said Sri Mrityunjoy Dutta sold, transferred and conveyed the land measuring 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/08/1954 to Sri Sailendra Nath Mallick, son of Late Nani Gopal Mallick, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.56, Pages-228 to 229, being No.5214 for the year 1954.And after purchasing, the said Sailendra Nath Mallick got the property recorded in his name sixteen annas share in Revisional Settlement records of rights and he had been paying Govt. Rent thereof an enjoying every rights title and interest over the aforesaid property without interruption, claim and demand whatsoever.

(3)That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaksout of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 14/02/1989 to Sri Beni Gopal Saraf, son of Sri Shyam Lal Saraf,registered at A.D.S.R.Sonarpur office and recorded in Book No.I, Volume No.16, Pages-25 to 31, being No.746 for the year 1989.

(4)That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/02/1989 to Miss Nidhi Saraf, daughter of Sri Beni Gopal Saraf, registered at A.D.S.R.Sonarpur office and recorded in Book No.I, Volume No.17,Pages- 280 to 286, being No.836 for the year 1989.

(5)That the said Sri Sailendra Nath Mallick sold, transferred and conveyed the land measuring more or less 2 Cottahs 13 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 17/04/1989 to Sri Beni Gopal Saraf, son of Sri Shyam Lal Saraf,registered at A.D.S.R.Sonarpur office and recorded in Book No.I, Volume No.44,Pages- 1 to 3, being No.2174 for the year 1989.

(6)That the said Sri Beni Gopal Saraf, son of late Shyam Lal Saraf sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/04/1999 to Sri Sudhamoy Chatterjee, son of Late Apurba Mohan Chatterjee, registered at A.R.A-1, Kolkata office and recorded in Book No.I, Volume No.42, Pages-430 to 443, being No.1723 for the year 1999.

(7)That the said Sri Beni Gopal Saraf, son of late Shyam Lal Saraf sold, transferred and conveyed the land measuring more or less 1 Cottah 14 Chattaks 32 Sq.ft.out of 2 cottahs 13 chattaks out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 16/04/1999 to Smt. Chhabi Banerjee,wife of Pranabesh Banerjee, registered at A.R.A-1, Kolkata office and recorded in Book No.I, Volume No.42, Pages-444 to 457, being No.1724 for the year 1999.

(8)That the said Smt. Nidhi Saraf, daughter of Sri Beni Gopal Saraf, sold, transferred and conveyed the land measuring 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 19/04/1999 to Sri Bibhuti BhusanSarbadhikary, son of Late TarapadaSarbadhikary, registered at A.R.A-1, Kolkata, recorded in Book No.I, Volume No.42, Pages-458 to 471, being No.1725 of 1999.

(9)That the said Sri Sudhamoy Chatterjee, son of Late Apurba Mohan Chatterjee sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks out of 132 decimals in Dag No.1002 of

Khatian No.1117 of Jagaddal Mouza on 27/09/2013 to Sri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein),registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D.Volume No.25, Pages-3815 to 3830, being No.11055 for the year 2013.

(10)That the said Sri Bibhuti BhusanSarbadhikary, son of Late TarapadSarbadhikari sold, transferred and conveyed the land measuring more or less 7 Cottahs 7 Chattaks, out of 132 decimals in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 27/09/2013 to Sri Swapn Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein),registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D.Volume No.25, Pages-3831 to 3846, being No.11054 for the year 2013.

(11)That the said Smt. Chhabi Banerjee, wife of Pranabesh Banerjee sold, transferred and conveyed the land measuring more or less 1 Cottah 14 Chattaks 32 Sq.ft.in Dag No.1002 of Khatian No.1117 of Jagaddal Mouza on 08/11/2013 to Sri Swapn Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, (Purchasers therein also Vendors herein), registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D.Volume No.26, Pages-8043 to 8057, being No.11895 for the year 2013.

(12)By virtue of three separate sale deeds, the said Swapan Kumar ghosh, Gita Ghosh and Rajib Ghosh, the Vendors no. 1 to 3 herein become the absolute owners of bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft.in R.S.Dag No.1002, R.S.Khatian No.1117 of Jagaddal Mouza, J.L.no.51 and they got the property recorded in their names in L.R.Records of rights vide L.R.Khatian Nos.3121, 3122 & 2885, L.R.Dag No.11640 and also recorded their names in the assessment registrar of the Rajpur-Sonarpur Municipality in respect of the aforesaid property underholding No.86, Tarafdarpara Road,WardNo.25 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, Kolkta-700151 and paying rent and taxes regularly.

(13) Thus the saidSri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh, Vendor Nos. 1 to 3 herein being the absolute owners of bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft situated and lying at Mouza-Jagaddal, J.L.No.71, Pargana-Mugura, P.S. & A.D.S.R.office at Sonarpur, R.S.No.233, Touzi No.151,23,69, comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 & 2855, Holding No. 86, Tarafdar Para Road, Ward No.25 under Rajpur Sonarpur Municipality, P.O.Dakshin Jagaddal, Kolkata-700151, District South 24-Parganas, hereinafter referred to as the "Block-1/Phase-1 of SAID PREMISES" more fully described in **SCHEDULE-B Part -1** hereunder written, obtained approved building from the authority of Rajpur-Sonarpur Municipality vide **building plan no.662/CB/25/64 dated 15.07.2014** for construction of a G+IV storied building.

(14) That the VendorsNo.1 to 3 herein for deriving optimum benefit and returns from their land entered into a joint venture agreement with M/S.PARADISE LAND & HOUSING CO.a proprietorship business of Dipak Karmakar, (Promoter/Developer herein) regarding their said Premises fully described in Schedule-B Part-1 hereunder on 23/02/2015 registered at A.D.S.R.Sonarpur and recorded in Book No.I, C.D.Volume No. 3, Pages-3194 to 3212, being No.01321 of 2015 and also executed a Development Power of attorney in favour of Promoter/Developer herein on 23/02/2015, registered at A.D.S.R.Sonarpur and recorded in Book No.I, C.D.Volume No.3, Pages-3181 to 3193,being No.1322 for the year 2015.

(15)Thatthe said Promotor/Developer herein on behalf of the Owners revised the said approved building plan of the Block-1/Phase-1 of Said Premises fully described in the Schedule-B Part -1 hereunder written from Rajpur-Sonarpur Municipality vide **revised sanctioned building Plan No.1565/Rev/CB/25/36 dated 24/02/2016 for construction of (G+IV) storied building for residential purposes.**

(16)That the said Sailendra Nath Mallick sold, transferred and conveyed the land measuring 40 Kth out of his 132 decimal to different persons and retained the balance land measuring 39 Kth 13 Chtk 44 Sft. with structures under his own possession and had been enjoying the said land without any let or hindrance.

(17)**That the said Sailendra Nath Mallick**, son of Late Nani Gopal Mallick intestate on 24/03/2015 leaving behind his wife Smt. Karuna Mallick, four sons, Sri Pradip Kumar Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick and four daughters, namely, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. Mahamaya Saha as his sole legal heirs and successors of Late Sailendra Nath Mallick and each having undivided 1/9th share of the total property.

(18)The Pradip Kumar Mallick, son of Late Sailendra Nath Mallick intestate on 24.9.2012 leaving behind hiswifeSmt. Rina Mallick and one daughter Smt. TanimaLaha as his legal heirs and successors and each having undivided 1/2nd share of undivided 1/9th undivided share of Late Pradip Kumar Mallick.

(19)That the said Sri Beni Gopal Saraf, son of Late Shyamlal Saraf sold, transferred and conveyed the land measuring more or less 14 Chattaks 13 Sq.ft. of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship business of Dipak Karmakar, (2) Miss Purabidey and (3) Smt. Sikha Karmakar, (Purchasers therein also Vendor Nos.4 to 6 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2755 to 2780, being No.04190 for the year 2015.

(20)That the said Smt. Karuna Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. Mahamaya Saha, Smt. Rina Mallick and Smt. TanimaLaha jointly sold, transferred and conveyed the land measuring more or less 7 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.4 to 6 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2781 to 2829, being No.04192 for the year 2015.

(21) That the said Smt. Karuna Mallick, Sri Prosanta Kumar Mallick, Sri Sushanta Kumar Mallick, Sri Kamal Kanta Mallick, Smt. Kalpana Mondal, Smt. Sova Banik alias Jaya Banik, Smt. Abha Ghosh, Smt. Mahamaya Saha, Smt. Rina Mallick and Smt. TanimaLahajointly also sold, transferred and conveyed the land measuring more or less 6 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.4 to 6 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.40 to 81, being No.04193 for the year 2015.

(22)That the said Karuna Mallick, Prosanta Kumar Mallick, Sushanta Kumar Mallick, Kamal Kanta Mallick, Kalpana Mondal, Sova Banik alias Jaya Banik, Abha Ghosh, Mahamaya Saha, Rina Mallick and TanimaLahajointly sold, transferred and conveyed the land measuring 7 Cottahs of R.S.Dag No.1002, L.R.Dag No.1164 of R.S.Khatian No.1117, L.R.Khatian No.1456 of Jagaddal Mouza, J.L.No.71 on 27/05/2015 to (1) M/S. PARADISE LAND & HOUSING CO, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Purchasers therein also Vendor Nos.4 to 6 herein) registered at D.S.R –IV, Alipore and recorded in Book No.I, Volume No.1604-2015, being No.2830 to 2871, being No.04194 for the year 2015.

(23)By virtue of aforesaid four sale deed, the said (1) M/S. PARADISE LAND & HOUSING CO, proprietor Dipak Karmakar, (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Vendor Nos.4 to 6 herein) become the absolute owners of the land measuring more or less 20 Cottahs 14 Chattaks 13 Sq.ft. fully described in the Schedule-B Part-II and also they got the property recorded in their names in L.R.Records of rights, vide L.R.Khatian Nos. 3513, 2514 & 3515 and paid the tax upto date.

(24)The said (1) M/S. PARADISE LAND & HOUSING CO, a proprietorship firm of Dipak Karmakar and (2) Miss Purabi Dey and (3) Smt. Sikha Karmakar (Vendor Nos.4 to 6 herein) and Sri Swapan Kumar Ghosh, Smt. Gita Ghosh and Sri Rajib Ghosh(Vendor No.1 to 3 herein) amalgamated (on 4/02/2016 which was duly registered a deed of amalgamation at A.D.S.R.Garia and recorded in Book No.1, Volume No.1629, Pages- 7537 to 7563, being No.0346 for the year 2016)their two plots/holding, i.e. the land measuring more or less 20 Cottahs 14 Chattaks 13 Sq.ft. described in the Schedule-B Part-II and land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft. described in the Schedule-B Part I, which are adjacent and contagious to each other, into one Plot/holding land measuring more or less 37 Cottahs 11 Chattakssituated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151,23,69 Pargana-Magura, A.D.S.R.office and P.S.Sonarapur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122, 2855, 3513, 3514 and 3515 and the said land has been separately assessed and recorded their names in the assessment registered of the Rajpur-Sonarapur Municipality in respect of the aforesaid property and paying taxes regularly in their names to the said office of the Rajpur-Sonarapur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as holding No. 86,Tarafdar ParaRoad,WardNo.25,under Rajpur-Sonarapur Municipality, P.S.Sonarapur, Kolkta-700151,hereinafter referred to as the "SAID ENTIRE PRIMISES" more fully described in SCHEDULE-B hereunder.

(25)That the said Smt. Sikha Karmakar(Owner/Vendor No.6 herein) and Miss Purabi Dey(Owner/Vendor No.5 herein) executed a General Power of attorney on 17/02/2017 in favor of Sri Dipak Karmakar, registered at A.D.S.R.Garia and recorded in Book No.IV, Volume No.1629-2017, pages-1328 to 1342, being No.00107 for the year 2017.

(26) That the said Developer also Owner herein on behalf of the Owners obtained a revised building plan jointly of the Block-1/Phase-1 & Block-2/Phase-2 of Said Premises fully described in the Schedule-B hereunder written from Rajpur-Sonarpur Municipality vide sanctioned Revised **plan No.41/Rev/CB/25/26 dated 20/06/2018 and previous Plan No.662/CB/25/64 dated 15/07/2014 and Plan No.1565/Rev/CB/25/36 dated 24/02/2016 for construction of (G+IV) storied building for residential purposes.**

(27) That The Promoter/ Developer herein thereafter has commenced construction of the building or buildings comprising of several self-contained residential flats or units for commercial exploitation or sale of Schedule-B Part-1 of Block-1/Phase-1 in accordance with the approved building **Plan No.1565/Rev/CB/25/36 dated 24/02/2016** and complying with general specification of construction completed the entire building of Block-1/Phase-1 and made ready for possession and obtained Completion plan being **Plan No. 243/COMP/CB/25/60 dated 12.12.2019** with completion certificate from the concerned authority regarding the Block-1/Phase-1 which fully described in the Part-I of the Schedule-B hereunder.

(28) That in terms of the agreement the vendor no. 1 to 3 were allotted their flat and car parking spaces in Block-1/Phase-1 in consideration of their land and the vendor no.1 to 3 appropriate the sale proceeds of their allotted share and excepting the vendors' allocation the remaining flats and car parking spaces etc. were allotted to the share of the developer and the developer shall appropriate the sale proceeds of his allotted share.

(29) In pursuance of the provisions contained in the Development Agreement the Developer has been vested the power to nominate purchaser or purchasers to acquire different parts or portions out of the entire building together with equivalent portion of the common areas and facilities appurtenant thereto in the Developer's allocation (excepting the allocated portion of the owners) along with the power to enter into necessary agreements with such nominee/purchaser in concurrence with the Owners.

(30) Notwithstanding any other provision contained in this agreement, the owners shall if and when called upon, do, execute and register the deed or deeds of conveyance in favour of the Purchaser/Purchasers in fully and effectually conveying and transferring any part or portion of built up areas in the newly constructed building including the proportionate indefeasible share of the land comprising the said building/buildings and attributable to such built up area.

(31) That the developer and the owner of the land offered to the purchaser herein to sale a flat identified by **flat no..... on the floor, side** of the building (in approved building plan the flat is marked as '....') measuring carpet area of the flat Sft and area of Balcony measuring Sft covered area measuring Sft, and the area upon which maintenance charges will be calculated is sft super-built-up area of the building Block-2/Phase-2 of "Nirmala Breeze", constructed on the land lying and situated in Mouza-Jagaddal, J.L.No.71, R.S.No.233, Touzi Nos.151,23,69, Pargana- Magura, A.D.S.R.office at Sonarpur, P.S.Sonarpur, more fully described in the schedule hereunder written and the Purchaser herein accept the offer and agreed to purchase the said flat no..... on the floor at a price or consideration of **Rs...../- (Rupees only)**, free from all encumbrances.

(32) That the Purchaser, the Third party herein, has gone through the title deeds and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property and measurement of their allocated areas including their respective rights and interest to deal with their respective allocated areas and further that the said premises is freed and discharged of all encumbrances, liens, lispendens, charges and attachments, and the Purchaser hath agreed to purchase and acquire and the Developer hath in concurrence with the owners/vendors agreed to sell and transfer **ALL THAT Flat/Unit No., on the floor Northside** of the building '**Nirmala Breeze**' Block-2 measuring carpet area of the flat Sft and area of Balcony measuring Sft covered area measuring Sft, and the area upon which maintenance charges will be calculated is sft super-built-up area of the building Block-2/Phase-2 of "Nirmala Breeze", on the said premises more fully and particularly described and mentioned in the **SCHEDULE-C** hereunder written (hereinafter referred to as the '**SAID FLAT**') **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit more fully and particularly described and mentioned in the **SCHEDULE-B** hereunder written and together also with common parts and facilities appertaining thereto more fully and particularly described and mentioned in **SCHEDULE-D** hereunder written as fully completed unit/flat in good and decent condition at or for the total consideration of **Rs...../- (Rupees**

..... only).

B. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms/expressions mentioned in singular number shall include in plural number and/or mentioned in masculine gender shall include in feminine gender and vice versa.

C. The Said Land is earmarked for the purpose of building a residential project comprising a multistoried apartment building and the said project shall be known as “**Nirmala Breeze**”.

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities in respect of the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.

E. The Promoter has obtained approved building plan of the project consisting of G+4 storied buildings from the appropriate authority of Rajpur Sonarpur Municipality and the Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the project.

F. The Promoter has obtained all necessary statutory approvals required and all relevant plans including the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Rajpur-Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

G. That currently the project is neither registered with WBHIRA nor with RERA. However, I/We Promoter/Developer hereby agrees to register our project as per the Real Estate (Regulation and Development) Act, 2016 and abide by the rules, regulations and bylaws as and when framed/notified by the State of West Bengal. That all necessary statutory approval required for construction of multi-storeyed residential building has been obtained as required by laws in the State of West Bengal. We are developing this project as per RERA guidelines. The Promoter has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at Calcutta Greens Commercial Complex, 1st floor, 1050/2, Survey Park, Kolkata-75 on under Registration No.

H. The Allottee has applied for an apartment in the Project and has been allotted **apartment No. having carpet area measuring sqft, varanda area measuringsqft, Covered area measuring sqft, (area on which maintenance charges will be calculated issqft Super-built-up area), on the floor, Side of the building **Block-2/Phase-2** in approved building plan it is marked as ‘.....’ and a dependent car park of an area **135 sft known and numbered as on the Ground Floor** to be shared with Car-park space no. as permissible under the applicable law and of pro rata share in the common areas (“common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in **Schedule B** hereunder written and the floor plan or the Apartment is annexed hereto and marked in **RED** border line).**

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

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

K. 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.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/unit and the parking space as specified in Para ‘H’ above.

M. The Allottee has examined and got themselves fully satisfied about the title of the Owners to their respective premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreements and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has fully understood the scheme of development of the Housing Complex herein envisaged

and are fully aware of the fact that the Promoter intends to undertake development to form a single Housing Complex and that all the Common Areas and Installations shall be for common use of all the allottees/unit-holders of the entire Housing Complex and that all allottees/unit-holders shall have the limited right of common use and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto without having any share/ownership therein.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement 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 hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Para 'H'.

1.2 The total Price for the Apartment/Flat based on carpet area is **Rs./-** (Rupees only). **Apartment No. on the floor, side of the building Block-2/Phase-2, in approved building plan the flat is marked as '.....', Carpet Area measuring sqft, varanda area measuring sqft, Covered area measuring sqft and (the area on which maintenance charges will be calculated is sqft super built up area) and the price of the car park is Rs...../- (Rupees only) of an area 135 sft on the ground floor, known and numbered as to be shared with car-park no..... The total price of the Apartment including Car-park becoming Rs...../- (Rupeesonly) ("Total Price").**

Extra Charges :-

- 1) Transformer, Cabling, Service Line, Deposits etc. – @40/- per sq.ft. of the area on which maintenance charges will be calculated. (The Purchaser shall apply to electricity authorities for obtaining direct electric meter in respect of the said Unit at their own cost and expenses and shall pay Security Deposit and other costs payable to electricity authorities, directly.)
- 2) Iron Removal Plant with distribution system, valves- @20/- per sq.ft. of the area on which maintenance charges will be calculated.
- 3) Power Backup/Generator it's distribution of 500 Watt etc. - Rs.25000/-
- 4) Maintenance Deposit @ 10/- per sq.ft. of the area on which maintenance charges will be calculated.
- 5) Legal Charges – Rs. 20,000/-
- 6) Fixed Miscellaneous for Registration – Rs.5000/-
- 7) Advance Maintenance for one year – Rs.18/- per sq.ft. of the area on which maintenance charges will be calculated.

The Allottee/Purchaser shall pay all the above extra charges to the Developer, within 15 days of notice of possession or at the time of handing over the possession, whichever is earlier.

Explanation :

- i) The total price above includes the booking amount paid by the Allottee to the Promoter.
- ii) The total price above excludes Taxes which are presently levied in connection with the construction of the project.
- iii) The Promoter//Allottees/Purchasers shall pay all the taxes consisting of tax by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter//Allottees/Purchasers by whatever name called up to the date of the handing over the possession of the Apartment to the Allottees/Purchasers and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any,

granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee.

iv) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in the Schedule of Process of Payment hereunder written and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein.

v) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, taxes, cost of providing electric wiring, electric connectivity to the Apartment, lift, water line and plumbing, finishing with POP, marbles/tiles, doors, windows, fire detection and firefighting equipment in the common areas and also includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

vi) **TDS** : If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee will provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

vii) That in addition to the Total Price and extra charges as aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

a) The Allottee shall be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

b) The Allottee is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

c) The Allottee shall pay any taxes, duties, levy etc., by whatever name called, that may hereafter be imposed/made applicable by the government/ authorities, including Goods and Services Tax.

d) The Allottee shall pay the proportionate costs and charges for formation and/or registration of Association plus GST as applicable as and when formed.

e) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation/government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing firefighting code/regulations, is payable by the Allottee on ad-valorem basis of area of the flat.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the 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.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charges from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule-C, the Process of Payment.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 5% per annum for the period by which the respective

installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. non the basis on which sale is effected) in respect of the apartment, plot or building, as the case may be, without the prior written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alteration as may be required by the Allottee, or such minor changes or alterations as per provisions of the Act.

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is completed 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 reduction in the carpet area then the promoter shall refund the excess money paid by the Allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share interest of Allottee in the common Areas is undivided and can't be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the promoter etc. etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act. It is clarified that the right of the Allottee(s) to use the common facilities and amenities shall always be subject to the payment of the maintenance charges and other applicable charges from time to time.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas and also includes cost for providing all others facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be, with prior written intimation and appointment and subject to the safety conditions in force at the said premises.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights, if any, Balcony/Varandah/Open Terrace etc. 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 Allottee of the Project.

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

1.11. The Allottee has paid a sum of Rs...../- (Rupeesonly) as booking money and as well as an agreement money and that amount being part payment towards the Total Price of the Apartment the receipt whereof the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as mentioned in Schedule-C, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule, but if the delay continues for a period beyond 2(two) months from the date of receipt of the demand notice for payment, then the Promoter reserves the right to resigned or cancel this agreement.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall Make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment plan through A/c. Payee cheque/demand draft/bankers cheque on online payment as applicable in favour of **Nirmala Breeze** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [more fully described in the Schedule hereunder] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and

specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Bye-Laws 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 material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 31.12.2023 unless there is delay or failure due to war, flood, draught, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm 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 Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue occupancy certificate or within 15 days from the date of receipt of demand notice/intimation, whichever is earlier. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formations, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottee, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment/Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary identities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee– After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as approved 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 along with GST paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

Further provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the purchaser shall also be liable to pay all fees charges and expenses incurred to get the cancellation agreement registered.

7.6. Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed, in the manner as provided under the

Act and the claim for interest and compensation under this provision 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 Apartment (i) in accordance with the terms of this agreement, duly completed within the date specified in para 7.1. or (ii) due to discontinuation of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it become due.

Provided that if the Allottee does not intended to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the Allottee within forty five days of it becoming due.

8. (A) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER :

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

- (i) The Promoter has absolute, clear and marketable title in respect of 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 or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities in respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplates in this Agreement.
- (ix) At the time of execution of the Conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8. (B) REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE :

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

1. **THAT** the Allottee shall have no right, title or interest of any nature whatsoever on the land and on the construction by virtue of this agreement, such right will accrue only upon payment of total consideration including other charges and after registration of the said flat and car park space.
2. **THAT** the Allottee shall have no right to claim any partition and or separation of the land where on the building is erected as well as the building containing the flat and car park agreed to be purchased by this agreement and the interest in the land shall always remain undivided, indivisible and proportionate in terms of this agreement.
3. **THAT** the Allottee hereby irrevocably agrees specific condition that he/she shall not any time claim any right of pre-emption in respect of sale of any other flats or garage or any car-parking spaces and/or sale of any undivided proportionate impartiable variable share in the land directly underneath the flats against any other purchase/purchases in the same building or other part of the land.
4. **THAT** the Allottee and other owners/occupiers of the said building shall from a society, association or company for maintaining the said building and the common areas of the said building and to be a member of Apartment owners' Association, society or company and shall abide by all laws, rules and regulations of such society or association and pay proportionately the necessary taxes revenue and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and buy-laws of such association or society.
5. **THAT** no maintenance charges will be charged over the unsold flat or unit/apartment of the promoter for maintaining the said building and the common areas of the building by the Association, Society or any nominated agency.
6. **THAT** the Apartment Owners Association, as formed under the owners/occupiers of the building Block-1/Phase-1, shall by itself or through its nominated agency, maintain the common areas and facilities of the complex and the allottee shall pay at the rate the Association charged upon other flat owners/occupiers on the area on which maintenance charges will be calculated towards maintenance cost of the common areas and facilities serving 'Nirmala Breeze'.
7. **THAT** the Allottee shall have to deposit a sum of Rs.10/- per sqft of the area of the unit on which maintenance charges will be calculated towards Maintenance Corpus Deposit (Sinking Fund), before registration of the conveyance deed of the flat. The Developer will transfer the said Maintenance Corpus Deposit, only to the Apartment Owners Association, after it is formed, without interest. The Maintenance Corpus Deposit collected from each purchaser will remain credited to the account of such purchaser in the records of M/S Paradise Land & Housing Co and subsequently to the said Apartment Owners Association.
8. **THAT** the Deed of Conveyance of the flat shall be executed and registered in favour of the Allottee subject to clearance of the entire consideration along with other dues, charges and deposit etc. receivable by M/S Paradise Land & Housing Co. and the possession of the flat/unit will be given to the Allottee only upon payment of all the amount due and fulfilment of all the terms and conditions in this agreement. The Allottee shall be given prior intimation of the date of registration and possession. The Deed of Conveyance will be drafted by M/S. Paradise Land and Housing Co in such form and containing such particulars as may be required. No request for changes, whatsoever in any of the conveyance deed will be entertained, the Allottee shall accept all such documents without any demur. The Allottee shall be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for Registration of Deed of Transfer of immovable property. The Allottee shall pay M/S Paradise Land & Housing Co. the documentation charges as given in the schedule hereunder written and until possession and registration of the said unit be delivered to the Allottee, the developer/owner shall exclusively be entitled to use and possess the said unit and/or the premises and the building and every part thereof and after receiving possession in respect of the said flat the Allottee shall not be entitled to raise any question about the quality of materials and construction works and workmanship and any liability arise thereafter.
9. **THAT** after registration of the conveyance deed the Allottee shall have to apply for mutation of the said flat in his name to Rajpur-Sonarpur Municipality and till the said flat is not separately assessed the Allottee shall have to deposit municipal taxes proportionately in respect of the said flat and car park space to the Developer. The Allottee shall have to apply to the authority, individually for electricity meter in his flat. The Allottee shall have to pay the applicable security deposit and other charges for the same to the authority.

10. **THAT** the Allottee agrees that no transfer alienation of interest of any nature will be permitted however upon full and final payment of dues, charges and upon payment of a transfer fee of 2% of the total price of the flat and parking space nomination/transfer of flat and car park space will be permitted.

11. **THAT** in addition to the said consideration mentioned hereinbefore the Allottee shall also pay to the Developer :-

a) Proportionate increase in consideration for the construction due to imposition of any Government Taxes, Levies and/or obstruction by the Allottee in delivery of possession of the said flat/unit.

b) Charges for providing any work in or relating to the said flat at the request of the Allottee and for providing any necessary facility or utility in the said flat, common portion and/or premises in excess of those which has already been done, provided that if the work of provision be for the Allottee in common with some or all the other co-owners, the Allottee and such co-owner shall share the charges therefore proportionately and the Allottee shall be liable to pay proportionate share of said charges and all betterment fees and if any other taxes and levies charges or to be charged by the Government or Municipality relating to the building or any part thereof proportionately and the said flat wholly.

12. **THAT** save and except the said particular residential flat of the said building do hereby agreed to acquire by the Allottee, the Allottee shall have no claim or right of any nature or kind over or in respect of all open spaces, basements, parking places, in lobbies, staircases, terraces, roof, outside walls and other portion of the premises constructed except the right of use in common of all the common portions of the premises and the building with all other flats owners.

13. **THAT** the Allottee do hereby declare, confirm and assure the developer/owners that :-

a) If it is found that the developer, for any reason, obtained partial completion of the entire project and handed over that partially completed project to the Allottee, then at the time to completing the construction of incomplete portion some constructional hazard will arise and the Allottee agree to cooperate with the developer for peaceful execution and completion of the construction and other works of the complex in all respect.

b) Allottee shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the incomplete portion of the building and shall not to cause any interference or hindrance in the construction of the said building.

c) Allotteeshall not do any deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any portion of the said building.

d) The developer shall not be prevented from making any additional construction and notwithstanding any temporary disruption in Allottee's enjoyment of the said flat with or without car-park.

e) Allottee shall have no objection, claim or demand in any manner or raise in future, if any car parking space except the car park space no..... be converted into the use of commercial and/or residential use and enjoyment and vice versa and be sold to any other person or persons, other than flat owners, in the form or nature of car parking space, two wheeler space, commercial space or residential purposes by the developer and/or the car parking space/spaces be covered by walls to use the said spaces for any other purposes by the developer provided however the said act of use shall not cause any blockage of the common areas, common passages of the building and shall not use the said spaces in such manner or commit any such act as to cause nuisance or annoyances to the other flat owners.

f) Allottee shall allow the developer with or without workmen to enter into and to use entrances, lobbies, staircases, lifts, stair-lobbies, electricity, pump rooms, machine rooms, water tank, water reservoir, generator room whatsoever comprised in and required for constructional purposes and shall pay the expenses and charges incurred for his use.

g) That as a matter of necessity, the ownership and enjoyment of the said Unit by the Allottee shall be consistent with the rights and interest of all the Allottees and in using and enjoying the said Unit and the Common Areas and Installations, the Allottee covenants with the developer which is annexed herewith along with this Agreement.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 of this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act, the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para-1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

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

The Promoter shall be responsible to maintain common areas and facilities and to provide essential services in the Project by itself or through its nominated agency, for a maximum period of one year starting from the date of obtaining completion plan and certificate of the project. For this period of one year of maintenance, the purchaser is required to pay Rs.18/- per sqft of the area on which maintenance charges will be calculated towards maintenance cost of the common areas and facilities serving 'Nirmala Breeze'. Such payments are non-refundable and will be made before possession is given. No account of the maintenance will be given by the Developer, M/S Paradise Land & Housing Co., as surplus/deficit arising on account of maintenance during the period of one year shall be on account of M/S. Paradise Land & Housing Co. After the completion of the one year of maintenance of the common areas the onus/responsibility of maintenance shall be handed over by the Developer to the Apartment Owners Association formed by the flat owners of the complex which shall thereafter be responsible for maintenance of the common areas and facilities of the complex. In the event of such body as aforesaid, not having been constituted by then, the responsibility of common area maintenance shall be handed over by the Developer to an interim body to be formed from

amongst the resident flat owners or to a group of flat owners who would take over the possession and control of the common areas and facilities on behalf of themselves and also on behalf of ether purchasers of flats. Even if the said interim body is also not formed, then the Developer reserves the right to terminate his maintenance service.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure or rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all common Areas, garage/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Apartment 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.

14. USAGE :

Use of Service Areas : The service areas, if any, as located within the **Nirmala Breeze**, shall be earmarked for purposes such as parking spaces including but not limited to transformer, DG set, underground water tank, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lift, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. 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 façade of the Building or anywhere on the exterior of the Project, buildings thereon or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency or association of Allottee. The Allottee shall be responsible for any loss damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority/authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREAT A CHARGE :

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Apartment Ownership Act.

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned A.D.S.R. Garia, 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 A.D.S.R. Garia, 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 disposed by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

22. RIGHT TO AMEND :

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1. 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 [Schedule -C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

24.2. Failure on the part of the Parties 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.

25. 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.

6. 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 in proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCE :

Both Parties agrees that they shall execute, acknowledge and deliver to the other such instruments and take such other actions in addition to the instruments and actions specifically provided for herein, as may 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.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed 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 15 days 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 Addl. District Sub-Registrar at Garia. Hence this Agreement shall be deemed to have been executed at Garia, Kolkata.

29. NOTICE :

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

Name of Allottee :.....

Address :.....

Promoter/Owners : **PARADISE LAND AND HOUSING CO** and others

Address : 1D Milan Park, P.O.Garia, P.S.Patuli, Kolkata-700084

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.

30. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter to this Allottees 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 Allotees.

31. SAVINGS

Any application letter, allotment Letter, agreement, or any other documents signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the requisitions made thereunder.

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 act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and conciliation Act, 1996.

34. The Allottee shall pay to the Promoter, within 15 days from date of receipt of notice, such amounts as demanded by the Promoter for payment of any instalment and/or other charges or expenses and/or deposits as mentioned in Schedule-C hereinafter.

35. In the event of any default on the part of Allottee in making payment of the consideration amount or any part thereof or any instalment or any other amount as demanded, to the Promoter, then in such case the Allottee shall be liable to pay interest as provided in the Act **PROVIDED HOWEVER** if such default shall continue for a period of 2(two) months from date of any instalment or amount becoming due and not paid by the Allottee to the Promoter, then in that event and without prejudice to other rights the Promoter shall be entitled to resigned or cancel this agreement and in that event the Promoter shall forfeit the booking amount and refund the balance to the Allottee within 45 days of such cancellation.

36. The Allottee shall bear and pay all amounts on account of Stamp Duty, Registration Fees and other incidental expenses and charges for registration of Conveyance Deed of the said apartment.

37. That From the date of possession of the Apartment or 2 (two) months from the date of issue of the demand letter, asking the allottee to take possession of the apartment, the allottee shall bear and pay all Municipal Taxes and rates for the said apartment and common areas. And also on and from such date until formation of the Association of all Apartment Owners the allottee shall bear and pay to the Promoter monthly maintenance charges, within 7 (seven) days from the date of the bill, for the maintenance and management of the complex, at such rates to be decided by the Promoter.

THE SCHEDULE-A ABOVE REFERRED TO:

(Definitions)

ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

PREMISES - shall mean ALL THAT piece and parcel of Bastuland measuring more or less 37 Cottahs 11 Chattaks, (the split up of the land being :-more or less 16 Cottahs 12 Chattaks 32 Sq.ft. of Block-1/Phase-1 along with (G+IV) storied building standing therein described in the Schedule-B Part I plus more or less 20 Cottahs 14 Chattaks 13 Sq.ft. decribed in the Schedule-B Part-II)situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, 3513, 3514 & 3515. Holding No. 86, TarafdarparaRoad,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700151,hereinafter referred to as the “SAID ENTIRE PRIMISES” more fully and particularly described and mentioned in SCHEDULE-B hereunder written is free from all encumbrances.

MAP OR PLAN :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

SPECIFICATIONS:- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

COMMON PARTS, PORTIONS, AREAS AND INSTALLATION :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the FOURTHSCHEDULE hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the SCHEDULE-E hereunder written.

CO-OWNERS- shall accord to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

BUILDING- shall mean the new building or buildings constructed on the said premises.

UNDIVIDED SHARE- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with or without car parking space in the ground floor of **G+4 storied buildings known as “NIRMALA BREEZE”** at Holding No.86 Tarafdar Para Road, more fully and particularly described in the SCHEDULE-B - PART III hereunder written.

SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

THE SAID FLAT- shall mean ALL THAT the flat/unit of **G+4 storied buildings known as “NIRMALA BREEZE”** at Holding No.86 Tarafdarpara Road, more fully described and mentioned in the **SCHEDULE-B - PART III** hereunder written.

ASSOCIATION- shall mean the Association/Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by

the Owners.

ULTIMATE ROOF - shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

WORDS - importing singular and masculine shall include in plural and feminine and vice versa.

SCHEDULE-B ABOVE REFERRED TO

(Description of the Entire Premises)

ALL THAT piece and parcel of Bastu land measuring more or less less 37 Cottahs 11 Chattaks, (the split up of the land being :-more or less 16 Cottahs 12 Chattaks 32 Sq.ft. of Block-1/Phase-1 along with (G+IV) storied buliding standing therein described in the Schedule-B Part I plus more or less 20 Cottahs 14 Chattaks 13 Sq.ft. described in the Schedule-B Part-II) situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, 3513, 3514 & 3515, holding No. 86, TarafdarparaRoad,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151..which shown in the map or plan annexed hereto by GREEN BORDER.

Butted and bounded as follows:-

ON THE NORTH :- R.S.Dag No1002(P)

ON THE SOUTH:-R.S.Dag No. 1002(P)

ON THE EAST :- R.S.Dag No.1095

ON THE WEST :- 24 ft wide Tarafdarpara Road,

SCHEDULE-B-PART-1 ABOVE REFERRED TO

(Description of the land of the Premiseswhereon a G+4 storied building of Block-1/Phase-1 is erected)

ALL THAT piece and parcel of Bastu land measuring more or less 16 Cottahs 12 Chattaks 32 Sq.ft. of Block-1/Phase-1 along with (G+IV) storied building standing therein as per sanctioned Plan No. 1565/Rev/CB/25/36 dated 24/02/2016 and also Completion plan being Plan No. 243/COMP/CB/25/60 dated 12.12.2019 situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3121, 3122 , 2855, holding No. 86, TarafdarparaRoad,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151.which shown in the map or plan annexed hereto by RED BORDER

SCHEDULE B-PART-II ABOVE REFERRED TO

(Description of the land of the Premises whereon a G+4 storied building of Block-2/Phase-2is erected and the flat transferred lies therein)

ALL THAT piece and parcel of Bastu land measuring more or less less 20 Cottahs 14 Chattaks 13 Sq.ft. of Block-2/Phase-2 along with Proposed (G+IV) storied building standing therein situated and lying at Mouza-Jagaddal, J.L.No.71, R.S.No. 233,Touzi Nos. 151, 23, 69 Pargana- Magura, A.D.S.R.office and P.S.Sonarpur,comprising in R.S.Dag No.1002, corresponding to L.R.Dag No.1164, appertaining to R.S.Khatian No. 1117 corresponding to L.R.Khatian No.3513, 3514 & 3515, holding No. 86, TarafdarparaRoad,Ward No.25, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkta-700151.which shown in the map or plan annexed hereto by YELLOW BORDER

SCHEDULE-B-PART-III ABOVE REFERRED TO

(Description of the SAID FLAT transferred by this deed)

ALL THAT the Flat or Unit No.....on the floor, North side of the building namely 'Nirmala Breeze' Block-2/Phase-2 havingcarpet area of the flat Sft and area of Balcony measuring Sft covered area measuringSft, and the area upon which maintenance charges will be calculated is sft super-built-up area of the building Block-2/Phase-2consisting of Two Bed Rooms, one Drawing/Dining Room, one Kitchen, two toilets, and a Verandaand a Car-Park space

known and numbered as to be shared with car-park no..... of an area 135 sft on the Ground Floor along with impartible undivided proportionate share of land and premises as described in the **Schedule-B Part-II** herein above stated along with common rights of the common parts and common maintenances as described in the **Schedule-D** herein below and common expenses as described in the **Schedule-E** herein below of the said buildings Known as “**NIRMALA BREEZE**” at Holding No.86, Tarafdar Para Road, under Rajpur-Sonarpur Municipality, Ward No.25, P.O.Dakshin Jagaddal, P.S. Sonarpur, Kolkata-700 151 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

THE SCHEDULE-C ABOVE REFERRED TO
(Process of Payment)

Total Price of the Flat and the car park space :Rs...../- (Rupees only)

Total consideration of the said Flat and Car-Park	Rs._____/-
On execution of this agreement	10%
On Completion of Foundation of the concerned Block	10%
On Completion of Gr. Floor slab Casting of the concerned Block	10%
On Completion of 1 st Floor slab Casting of the concerned Block	10%
On Completion of 2 nd Floor slab Casting of the concerned Block	10%
On Completion of 3 rd Floor slab Casting of the concerned Block	10%
On Completion of 4 th Floor slab Casting of the concerned Block	10%
On Completion of Roof Casting of the concerned Block	10%
On Brickwork of the concerned Unit	10%
On Flooring of the concerned unit	5%
On Possession of the Unit (within 15days of notice of possession)	5%

Other Charges :-

- Transformer charges - Rs.40/- per sqft
- Iron removal plant - Rs.20/- per sqft
- Generator back up (500 watt) - Rs.25,000/-
- Legal/Documentation charges - Rs. 20,000/-
- Fixed Miscellaneous Charges for Registration – Rs 5000/-

Deposits:- (On possession)

- Maintenance deposit(Sinking Fund) – Rs.10 per sqft of super-built-up area
- Advance Maintenance Rs 18 per sqft for one year
- Individual WBSEB electricity meter charges to be paid directly by the Allotee

Cancellation :

- Before Agreement : Rs.25000/-
- After Agreement : 10% of total value of flat
- Nomination : 2% of total value of flat.

Note:-

Cheque will be payable in the name of “**Paradise Land & Housing Co.-Nirmala Breeze**”

SCHEDULE-D ABOVE REFERRED TO

(Common parts and facilities of the complex)

1. Common path, passage, entrance lobby on the ground floor excepting car parking space and main structures to the building.
2. Common boundary wall and main gate together with land appurtenant to the building within the boundary walls.

3. The foundation, columns, girders, beams, support main walls, corridors, lobbies, stair, stair-ways, landings, lift with its accessories, iron removal plant, STP, firefighting system, C. C. Camera, community hall, association room, stair room on the roof, ultimate roof, guards rooms, caretakers rooms and toilets, meter rooms, children's play area and other rooms and facilities on the ground floor.
4. Concealed electrical wiring, fittings and fixtures for lighting in the staircase, landing, common passages and other common areas in the building.
5. Drains and sewers from the building to Municipal drain.
6. Water pump and meter together with the space required therefore, over-head water tank, underground water reservoirs and distribution pipes from the tank to different units.
7. Water and sewerage evacuation pipes from the unit to drains.
8. The roof along with parapet walls of the building for installation of antenna, wiring and for all other common purposes. It is clarified that the common portions shall include the open space, which is kept reserved in the said land surrounding the building.
9. Generator and all other amenities which is for common use of all the flat owners.

SCHEDULE-E ABOVE REFERRED TO

(Common expenses)

1. The expenses for maintenance, operating pump, white washing, cleaning, lightning the main entrance, passages, landing, stair cases and other part of the common portion and outer walls. The Purchaser shall pay maintenance cost of the common areas and facilities of the complex 'Nirmala Breeze' as to be charged by the flat owners association for maintaining the same.
 2. The maintenance corpus deposit as paid by the purchaser to the developer to be refunded on formation of the apartment owners association of the complex, the said amount without any interest, will be transferred to the account of the Apartment Owners Association for credit in the names of the Purchaser.
 3. The salaries and other expenses of all persons employed for common purposes.
 4. The cost of working and maintenance, renewal of license of lift fire generator and other services and such other expenses as are deemed to be necessary by the flat owner's association and incidental expenses for the maintenance and up keeping of the said building.
 5. Cost of replacement of equipment/facilities and expenses and deposits for supplies of common facilities.
 6. Proportionate portion of principal and other taxes levies and outgoings of the common areas save those separately assessed or incurred in respect of any unit.
- All other expenses/outgoings, which may deem to be necessary or incidental for the common purposes.

SCHEDULE-F ABOVE REFERRED TO

(Common rights, easements and quasi-easement privileges and appurtenances shall be enjoyed jointly with other owners)

1. The purchaser shall be entitled to all rights, privileges vertical and lateral easement, quasi-easement, appendages whatsoever belonging or enjoyed or reputed or known as part and parcel thereof or appertaining thereto.
2. The right of access is common with the Owners and other occupiers of the said building at all times for all normal business with the use and enjoyment of the staircase and electrical installations etc.
3. The right of way is common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat with or without vehicles over and along with driving ways and path ways comprised with the said building provided always and it is hereby declared that nothing herein contained will permit the purchaser or any person deriving the title under the purchaser or the servants, agents, employees and invitees of the purchaser to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage or other person or persons including the owner entitled to such way as aforesaid along such driveways and path-ways.
4. The rights of protection of the said flat from all parts of the building so far they now protect the same.
5. The purchaser shall be entitled to all rights privileges whatsoever belonging to use and enjoying of all facilities and amenities provided by the developer within the said premises of housing complex e.g. open space within the premises, intercom, cctv facilities, iron removal plant, common roof top, STP, community hall, association room, fire-fighting system etc.
6. The right with or without workman and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as

may be necessary for the pipes, drains, wires and conduits aforesaid and for the purpose of re-building or repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 8 hours previous notice in writing of its intention so to enter into the owners and/or other persons' property entitled to the same.

SCHEDULE-G ABOVE REFERRED TO
(Particulars and Specifications for construction and installations)

Superstructure	RCC framed structure
Wall	AAC Block masonry
Floor <ul style="list-style-type: none"> • Living-cum-dining • Bedroom/Study • Bathroom • Kitchen and Balcony • Parking area and passage 	<ul style="list-style-type: none"> • Vitrified tiles • Vitrified tiles • Anti-skid ceramic tiles • Vitrified tiles • Paver tiles
Interior Wall	Putty finish
External walls	Water proof cement base paint over a coat of primer
Kitchen <ul style="list-style-type: none"> • Counter • Dado • Sink 	<ul style="list-style-type: none"> • Marble cooking shelf • Ceramic glazed tiles up to 3 ft. height over cooking shelf • Stainless steel sink
Toilet <ul style="list-style-type: none"> • Dado • WC • Wash Basin • Fittings 	<ul style="list-style-type: none"> • Ceramic glazed tiles up to 6 ft. height • European type white commode with pvc lowdown cistern and seat cover • White porcelain basin • ISI marked High end Chromium plated fittings
Door <ul style="list-style-type: none"> • Frame • Shutter Main door <ul style="list-style-type: none"> • Frame • Shutter Toilet door <ul style="list-style-type: none"> • Frame • Shutter 	<ul style="list-style-type: none"> • Wooden frame • Solid Flush Door • Wooden frame • 35 mm Solid Flush Door • P.V.C. frame • P.V.C. shutter
Windows	• Anodized Aluminum channel window with glass
Toilet windows	• Aluminum louver
Water Tank	• As per design
Electricals	<ul style="list-style-type: none"> • Concealed copper wiring of any ISI marked fire proof wiring with PVC conduit. • Modular switches of any ISI marked switch • Cable TV points (in living room) • Intercome points (in living room) • AC connection in one bed room

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

**Signed sealed and delivered
at Kolkata in presence of :-**

1.

(Dipak Karmakar)

The sole proprietor of Paradise Land and Housing Co. and constituted attorney of
1)Sri Swapan Kumar Ghosh, (2)Smt.Gita Ghosh3)Sri Rajib Ghosh, (4)Miss Purabi Dey and(5) Smt.Sikha Karmakar

(Signature of the Vendors)

2.

(Signature of the Promoter/Developer)

(Signature of the Purchaser)

MEMO OF CONSIDERATION

RECEIVED from within-named Purchaser the within-mentioned sum of **Rs.** _____ /- (**Rupees** _____ **only**) on account of full and final settlement price or Consideration money of the flat including levies implied by the Government, by several cheques of different denomination drawn in favour of the PROMOTER/DEVELOPER.

WITNESSES :-

1.

2.

(Signature of the Promoter/Developer)

Prepared and Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144,

Typed by me :

Sonarpur A.D.S., R.office.