

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20

By and Between

(1) MR. RAUNACK RUNGTA (PAN : AWZPR1113L), (Mobile No. 90071 14558), son of Late Rajendra Kumar Rungta, by Nationality Indian, By Faith Hindu, By Occupation Business, of 19A, Sarat Bose Road, "Rameswara Apartment" Kolkata 700 020, Post Office & Police Station Bhawanipur, **(2) MR. SREYANS MUNOT (PAN AJRPM7975Q)**, son of Mr. Parash Mall Munot, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at 14, Kshirod Ghosh Road, Post Office Howrah GPO, Police Station Golabari, Howrah – 711101, **(3) MRS. SHIVANI JAIN (PAN ARWPS4832M)**, wife of Mr. Hemant Jain, by Nationality Indian, by Faith Hindu, by Occupation Service, residing at Plot No. 100/6 & 100/7, 32/5, Sahapur Colony, Block J, Post Office & Police Station New Alipore, Kolkata- 700053 And **(4) MR. PARASHMAL MUNOT** alias **PARAS MAL MUNOT (PAN: AKQPM7341G)**, son of Late Joharilal Munot, by Nationality Indian, By Faith Hindu, By Occupation Business, residing at 14, Kshirod Ghosh Road, Block-D, 7th Floor, Post Office - Howrah GPO, Police Station Golabari, Howrah-711101, hereinafter referred to as the '**OWNER**' (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors and/or assigns), of the **FIRST PART**.

AND

M/S. AARIFA DEVELOPERS PRIVATE LIMITED (Income Tax PAN: AAXCA2517J), (TAN : CALA31970B), (CIN : U45400WB2022PTC255177), a company incorporated and registered under the provisions of the Companies Act, 2013, having its registered office at 3, Royd Lane, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, duly represented by one of its directors, **MOHAMAD KAMAL ASHRAF, (PAN: AIFPA3630H), (Mobile No. 9831072851)**, son of Haji Md. Samsuddin, by Nationality Indian, by Faith Islam, by Occupation Business, residing at 110/H/7B, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the **SECOND PART**.

AARIFA DEVELOPERS PVT. LTD

Director

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

PART I] THE KOLKATA GAZETTE, EXTRAORDINARY, JULY 27, 2021 39

[If the Allottee is an Individual]

Mr. / Ms. _____, son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "Section" means a section of the said Act.

WHEREAS:

A. One Nabakishore Mondal, since deceased, Pravash Chandra Mondal, Jugal Chandra Mondal of Bawali, were seized and possessed of or otherwise well and sufficiently entitled to the landed property comprising C.S. Dag No. 102, R.S. Dag Nos. 191 & 194, measuring 40.02 Decimals and 21.09 Decimals appertaining to District Settlement Khatian Nos. 5 & 6, R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, & 133, situate at Mouza Nayabad, J.L. No. 25, R.S. No.3, under Touzi No. 56, Pargana Khaspur, P.S.- formerly Tollygunge, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Additional Sub-Registry office at Sealdah, District South 24-Parganas.

B. One Nagendra Nath Dey Sarkar and Others being the predecessors of Gyanendra Nath Dey Sarkar of Baishnabghata by four Mourashi Mokalari Pattas took permanent Settlement in respect of the property acquired by some of the co-sharers of the said Mondal family in respect of their shares in the said property and thus the said Nagendra Nath Dey Sarkar started enjoying the said property as owner thereof after recording his name in respect of Khatian No. 5 of Mouza-Nayabad and Khatian No. 11 of Mouza-Chakgaria.

C. The said Gyanendra Nath Dey Sarkar and others after becoming the owners in respect thereof established a firm in the name of the Suburban Agricultural Dairy & Fisheries Co. Ltd. and transferred the said Land to the said firm.

D. Thereafter the said Suburban Agricultural Dairy & Fisheries Co. Ltd., with the object of demarcation of its shares and exclusive and separate enjoyment of the said land acquired by its, instituted a Civil Suit as Plaintiff vide No. 16 of 1941 before the Learned 3rd Sub-Judge at Alipore against the other co-sharers of the property.

E. After hearing of the said suit in the said Court the Plaintiff firm was declared to be the rightful owner in respect of its shares and Sri Sachindra Nath Koley, Executor of the Swarnamoyee Dassi Estate, the Defendant No.16 was declared to be the rightful owner in respect his shares and the Defendant Nos. 12, 13 & 14 namely Pravash Chandra Mondal, since deceased, Pratul Chandra Mondal and Amarendra Nath Mondal were declared to be the owners in respect of their respective shares in the Said land.

F. During the pendency of the said suit the said Pravash Chandra Mondal died intestate on 17.04.1968, leaving behind him surviving his two sons Sri Sasanka Sekhar Mondal, Sri Biswa Sekhar Mondal, only wife Smt. Sudhangsu Bala Mondal and four daughters namely (1) Smt. Ashima Rani Roy (2) Smt. Susama Rani Das, (3) Smt Bimala Rani Mondal (Dolui) and (4) Miss. Pratima Rani Mondal as his only legal heirs who were substituted in the said Suit in place of the deceased Pravash Chandra Mondal, the defendant No.12.

G. Thereafter in the year 1969 by a registered short-term lease registered at the District Registrar, Alipore and recorded in Book No. I, Volume No. 11, Pages 218 to 255, Being No.271, for the year 1969, the said Smt. Susama Rani Das, Smt. Bimala Rani Mondal (Dolui) and Smt. Pratima Rani Mondal granted a Lease in Rayati right in favour of their two brothers said Biswa Sekhar Mondal and Sasanka Sekhar Mondal at an yearly rent of Rs.1.75 Paise and by registered Indenture dated 25.01.1969, recorded as Deed No. 275, for the year 1969, the aforesaid Lessors sold their right, title and interest in the said lease hold land unto and in favour of Smt. Sudhangsu Bala Mondal, wife of Late Pravash Chandra Mondal and Smt. Nilima Rani Mondal, wife of Sri Sasanka Sakhhar Mondal and the right, title and interest of the said lessors in the said land became ceased and destroyed there from forever.

H. Thereafter by a registered Deed of Gift dated 03.10.1969, registered at the office of the Joint Sub-Registrar at Alipore at Behala and recorded in Book No. I, Volume No. 65, Pages 233 to 276, as Deed No.4198, for the year 1969, the said Smt. Sudhangsu Bala Mondal transferred, conveyed, assigned and assured her right, title and interest unto and in favour of Sri Biswa Sekhar Mondal and Sasanka Sekhar Mondal and the said Smt. Sudhangsu Bala Mondal became ceased and dispossessed there from.

I. In the manner aforesaid the said Biswa Sekhar Mondal, Sasanka Sekhar Mondal and Smt. Nilima Rani Mondal, jointly became the owners of 6/7th share of the share left by the said deceased Pravash Chandra Mondal and the said Smt. Ashima Rani Roy became the owner of her share of the Property.

J. Thereafter the said Biswa Sekhar Mondal and Sasanka Sakhhar Mondal as the Principal Party of the said Suit No. 16 of 1941, applied before the Ld. Court for Sale of 1 Ganda 2 Karas being 27/320th share of each of them and the Ld. Court granted the said prayer.

K. Thereafter Amarendra Nath Mondal the another co-sharer of the land of C.S. Dag No.102, R.S. Dag Nos. 191 and 194 of the said Mouza Nayabad along with other land with the object of exclusive possession and separate enjoyment of the said land filed an application

praying inter-alia for partition of his share in the suit property in partition suit No.16 of 1941 pending before the Ld. Sub-Judge at Alipore. After hearing of the said application a Pleader Commissioner was appointed by the said Ld. Court with a view to effect partition and/or separation and/ or division of the said property among the co-sharers thereof Accordingly Sri Bibhuti Bhusan Majumdar, the Pleader Commissioner after proper survey of the said land prepared a Sketch Plan annexed thereto submitted his Report before the said Ld. Court and on the basis of the report submitted by the Pleader Commissioner, the said Suit was finally decreed on 14.07.1971, by the Ld. 3rd Sub-Judge, Alipore.

L. As per decree passed by the said Ld. Court based on the report of the Pleader Commissioner, Sri Sasanka Sekhar Mondal was absolutely allotted a separately demarcated area of land of the said Mouza Nayabad, comprising C.S. Khatian Nos. 5 and 6, appertaining to C.S. Dag No. 102, corresponding to R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133, of R.S. Dag Nos. 191 and 194 and since then the said Sasanka Sekhar Mondal had been enjoying the Said Property peaceably and in severally from others.

M. As per report submitted by the Pleader Commissioner and final decree passed by an order dated 04th June, 1971, being Order No. 546, by the said Ld. Court based on the said report it was specifically noted of land marked "CHHA" (measuring 19 ½ Bigha) and land marked "JHA" (measuring 19 ½ Bigha) of land as delineated in the Site Plan annexed with the said report was absolutely allotted to Sri Sasanka Sekhar Mondal.

N. while being in peaceful and uninterrupted possession of the said property, said Sasanka Sekhar Mondal being in need of money and for his legal necessities, by a registered Indenture dated 14.10.1988 registered in the office of A.D.S.R. Sealdah, 24-Parganas recorded in Book No. I, Deed No.1301, for the year 1988, sold, transferred and conveyed a plot of land measuring about 9 Bighas 15 Cottahs situate in the said Mouza Nayabad, comprising C.S. Dag No. 102, appertaining to C.S. Khatian No. 6, in R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133, of R.S. Dag No. 194, J.L. No.25, R.S. No. 3, under Collectorate Touzi No. 56, P.S. formerly Tollygunge, thereafter Kasba, thereafter P.S. Purba, Jadavpur, at present P.S. Panchasayar, also lying within the local limits of The Kolkata Municipal Corporation, Ward No. 109 in favour of (1) Sri Amit Kumar Ghosh, son of Sri Ganga Prasad Ghosh, (2) Smt. Lilamoyee Ghosh, wife of Sri Ganga Prasad Ghosh, both residing at 32/A, Chandranath Chatterjee Street, P.S. Bhowanipur, Kolkata 700 025.

O. After purchase of the said land said Smt. Lilamoyee Ghosh empowered her son namely Sri Amit Kumar Ghosh to transfer her undivided $\frac{1}{2}$ share of the property to any Third Party by virtue of a registered General Power of attorney dated 07.11.1988, registered at A.D.S.R. Alipore, recorded into Book No. IV, Volume No. 23, at Pages 135 to 142, Deed No. 931 for the year 1988.

P. Said (1) Sri Amit Kumar Ghosh, (2) Smt. Lilamoyee Ghosh, were in continuous possession of their said purchased land along with unfettered right, title, interest thereto and they have been paying the necessary taxes to the concerned authority.

Q. In need of cash money and also for other various legal necessities said Sri Amit Kumar Ghosh, for self and also on behalf of his mother namely Smt. Lilamoyee Ghosh, decided to sell their property by dividing their total purchased land into several small plots of land leaving therein passages for egress and ingress.

R. By and under a Bengali Registered Deed of Conveyance dated 01.10.1999, registered with the Office of the District Sub-Registrar-III, South 24-Parganas at Alipore recorded in Book No. I, Volume No. 104, at Pages 330 to 349, Being No.4073, for the year 1999, said Sri Amit Kumar Ghosh, for himself and also on behalf of his mother namely Smt. Lilamoyee Ghosh, sold, transferred, conveyed, assigned and granted a Plot of land measuring more or less 10 (Ten) Cottahs, 11 (Eleven) Chittacks, 5 (Five) Sq. Ft, be the same or a little bit more or less comprised in C.S. Khatian No. 6, appertaining to C.S. Dag No.102, corresponding to R.S. Khatian Nos. 112, 113, 115, 123, 126, 127, 128, 131 and 133 appertaining to R.S. Dag No.194, situated in Mouza - Nayabad, District Collectorate Touzi No. 56, Revenue Survey No. 3, J.L. No.25, Plot No. 9, 10, 35 and 36, under P.S. the then Kashba, thereafter P.S. Purba Jadavpur, presently P.S. Panchasayar, within the District of South 24-Parganas which is under the Ward No. 109 of The Kolkata Municipal Corporation in favour of one Smt. Sipra Roy, Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Sri Manick Dhar, Mrinal Chowdhury, since deceased, Smt. Sudha Saha (Roy), Smt. TRIPTI Roy (Majumder), Sri Atul Kumar Saha, and Sri Tapan Saha for a valuable consideration as mentioned therein each having undivided $\frac{1}{12}$ th share of the total property.

S. Simultaneously on the date of Purchase i.e. on 01.10.1999 the purchasers took over possession of their said land and thereafter mutated their names with the Office of the Block Land and Land Reforms Office herein after referred to as B.L. & L.R.O. having jurisdiction and paying all rate, rent and taxes thereof have been enjoying the said land jointly on ejmali basis as joint owners and possessors thereof without any hindrance and disputes from any corner whatsoever.

T. After being mutated their names with the B.L. & L.R.O. in respect of the said land R.S. Khatian allotted in respect of said Land are 131, 132 and 133, appertaining to R.S. Dag No. 194 and rest R.S. Khatian Nos. were deleted with regard thereto and henceforth the said Land is

comprised in R.S. Dag No. 194 appertaining to R.S. Khatian No.131, 132 and 133 in respect of the present Owners.

U. Subsequently when the parties hereto attempted mutate their names with The Kolkata Municipal Corporation it has been detected that in the Schedule of said Purchase Deed being Deed No. 4073 the year 1999 due to a typographical mistake R.S. Khatian Nos. have not been correctly typed that is to say R.S. Khatian No.132 has not been typed and in another place typed 115, 123 instead of 115- 123 as such to rectify such anomalies parties herein on 21.04.2011 executed and registered a Deed of Declaration which also been registered with the Office of District Sub-Registrar-III. South 24-Parganas at Alipore and recorded in Book No. I, CD Volume No. 6, from Pages 6288 to 6297 as Being No.03096 for the year 2011.

V. By virtue of a registered Deed of Sale dated 15.09.2011, registered at D.S.R. III, Alipore and recorded in Book No. I, C.D. Volume No. 15, Pages 4719 to 4741, Being No. 7325 for the year 2011, aforesaid Sri Manik Dhar, Smt. Sipra Roy and Dr. Tapan Saha sold, transferred and conveyed their entire undivided share of the said land and property in favor of the other co owners of the property as a result the present owners each become the owners of the undivided 1/9th share of the total property.

W. Said Mrinal Kanti Chowdhury, died intestate on 09.10.2012, leaving behind his wife namely Smt. Anuradha Chowdhury, one son Sri Avishek Chowdhury and one daughter namely Smt. Manashwini Chowdhury, inherited his undivided 1/9th share of the total property as per Hindu Succession Act, 1956.

X. By above said purchased and inheritance said Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Smt. Sudha Saha (Roy), Smt. Tiripti Roy (Majumder). Sri Atul Kumar Saha, Smt. Anuradha Chowdhury, Sri Avishek Chowdhury and Smt. Manashwini Chowdhury became the absolute joint owners of land measuring more or less 10 (Ten) Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft, be the same or a little bit more or less comprised in C.S. Khatian No. 6, appertaining to C.S. Dag No.102, corresponding to R.S. Khatian No. 131 appertaining to R.S. Dag No. 194, situated in Mouza - Nayabad, District Collectorate Touzi No.56, Revenue Survey No. 3, J.L. No.25, Plot No. 9, 10, 35 and 36, under P.S. the then Kasha. thereafter P.S. Purba Jadavpur, presently P.S. Panchasayar, within the District of South 24-Parganas and thereafter they jointly recorded their names in the record of the Ld. B.L. & L.R.O. Kasba vide Mutation Case Nos. 410 of 2014 to 420 of 2014 and the Owners herein separately converted their nature of land from the Shali to Bastu and also mutated their names in the record of the K.M.C. known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, Ward No.109, P.S. Panchasayar, Kolkata-700 094.

Y. Being in need of money said Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Smt. Sudha Saha (Roy), Smt. Tiripti Roy (Majumder), Sri Atul Kumar Saha, Smt. Anuradha Chowdhury, Sri Avishek Chowdhury and Smt. Manashwini Chowdhury, jointly sold conveyed and transferred All That

the land measuring an area of 10 (Ten) Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft. situated at Mouza Nayabad, Touzi No. 56, Revenue Survey No.3, J.L. No.25, in R.S. Dag No.194, under R.S. Khatin No. 131, known as K.M.C. Premises No.3453, Nayabad, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata 700 094, **Together With benefit of sanction of a Ground Plus Seven storied building plan vide building Permit No. 2020120443 dated 22.03.2021 sanctioned by The Kolkata Municipal Corporation**, by a registered deed of conveyance dated 14.01.2022, registered at D.S.R.- V, Alipore, South 24 Parganas and recorded into Book No. I. Volume No.1630-2022, at Pages 34542 to 34611, Being No. 461 for the year 2022 to the Kemia Apartments Limited for the consideration mentioned therein and in terms of registered Agreement for Sale dated 06.05.2018, registered at D.S.R. - V, Alipore, South 24 Parganas and recorded into Book No. I. Volume No.1630-2018, at Pages 39567 to 39625, Deed No.163001177 for the year 2018.

Z. By the above said purchased the said Kemia Apartments Limited became the absolute Owner of the entire plot of land measuring an area of 10 (Ten) Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft. more or less situated at Mouza Nayabad, J.L. No.25, comprising in R.S. Dag No. 194, under R.S. Khatin No. 131, known as K.M.C. Premises No. 3453, Nayabad, within the K.M.C. Ward No. 109. P.S. Panchasayar, Kolkata 700 094 Together With a Ground Plus Seven storied building Permit No. 2020120443 dated 22.03.2021 duly sanctioned by The Kolkata Municipal Corporation with Lift facility (herein after referred to as the **"Said Land"** and is in possession and enjoying the said property without any interruption and hindrances by anybody else.

AA. Said Kemia Apartments Limited in respect of the said Land has duly mutated its name in the record of the concern B.L. & L.R.O. under L.R. Khatian No. 2760 and also mutated its name in the record of the Kolkata Municipal Corporation under Assessee No. 31-109-08-6882-6.

BB. Said Kemia Apartments Limited by a registered deed of Conveyance dated 8th August, 2022, registered before the D.S.R –II, South 24 Paraganas and recorded in Book No. I, Volume No. 1602, Pages 383629 to 383663, Being No. 160210722 for the year 2022. sold conveyed and transferred All That the said Land unto and in favour of the **Owner** herein.

CC. After the above said purchase the Owner herein duly mutated their names in the record of the concern B.L. & L.R.O. under L.R. Khatian Nos. 2815, 2816, 2817 and 2828 and also mutated their names in the record of the Kolkata Municipal Corporation under Assessee No. 31-109-08-6882-6 in respect of the said land.

DD. Thus the Owner" is the absolute and lawful owner of **ALL THAT** piece and parcel of **Bastu Land** measuring an area of **10 (Ten) Cottahs, 11 (Eleven) Chittaks and 5 (Five) Sq. Ft.** whereon standing the Tin Shed structure measuring an area of 100 (One Hundred) Sq. Ft. situated at Mouza - Nayabad, Touzi No. 56, Revenue Survey No. 3, J.L No. 25, comprised in R.S. Dag No. 194, L.R. Khatian No. 2760, present L.R. Khatian Nos. 2815, 2816, 2817 and 2828, known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, K.M.C.

Ward No. 109, Borough No. XII, Police Station Panchasayar (formerly Purba Jadavpur, formerly Kasba), Kolkata - 700 094 ("**Said Land**") more particularly described in **Schedule-"A"**.

EE. The Owner and the Promoter have entered into a joint development agreement dated 23rd November, 2022, registered at the office of the District Sub-Registrar –II, Alipore, South 24 Paraganas and recorded in Book No. I, Voucher No. 1602-2022, Pages from 560018 to 560056 bearing No 160215241 for the year 2022 (**the Development Agreement**) and the Owner also executed a registered development Power of Attorney dated 23rd November, 2022, in favour of the Promoter registered at the office of the District Sub-Registrar –II, Alipore, South 24 Paraganas and recorded in Book No. I, Voucher No. 1602-2022, Pages from 560496 to 560515 bearing No 160215255 for the year 2022 (**the Development Power**).

FF. The Said Land is earmarked for the purpose of building a [*residential*] project, comprising G+VII multistoried apartment buildings and the said project shall be known as "**PRATHAM**" ("Project");

GG. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

HH. The Building Plans of the Complex (including the Project Plan) to be developed on the said Land has been approved by Kolkata Municipal Corporation (KMC) as a composite plan for residential use Development by their letters, dated (bearing Building PIN.) and

II. The Promoter has obtained the final layout plan approvals for the Project from KMC. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

JJ. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under **Registration No.**

KK. The Allottee had applied for an Apartment in the Project vide Application No., dated and has been allotted Apartment No. having Carpet Area of Square Feet (corresponding super built-up area of Square Feet), Balcony Area Square Feet, Type, on the floor in Tower No. (hereinafter referred to as the "**BUILDING**"), along with nos. of **Open/Covered** Car Parking Space (measuring Square Feet, be the same a little more less) in the Ground Floor, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** and the floor plan of the Apartment is annexed hereto and marked as **Schedule- "C"**);

The Allottee hereby agrees with the Promoter that the Common Areas and Common Facilities dedicated in the Project shall be used exclusively by the allottees in the Project, and the Common Areas and Common Facilities dedicated in the Project shall be exclusively used by the allottees.

The allottees of the apartments in the Project shall own in common with other allottees of the Project, the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "**PROJECT COMMON PORTIONS & FACILITIES**" ;

In accordance with provisions of the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities may be kept as reserved for use of certain apartments or remain allotted to any apartment to

the exclusion of other apartments and shall hereinafter be referred to as the "**LIMITED COMMON AREAS AND FACILITIES**";

The Limited Common Areas and Facilities in respect of the Project shall, inter alia, include the covered/open car parking spaces designated for the Project;

The Allottee has been allotted for his exclusive use no. of **Open/Covered** Car parking spaces.;

LL. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein and on or before execution of this Agreement, the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:

(a) the floor plan, area and other dimensions and specifications of the Apartment;

(b) the layout plan and sanctioned plan of the Project and the Building; and

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

MM. 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;

NN. 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;

OO. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph H.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

1.2 The Total Price for the Apartment based on the Carpet Area is **Rs./- (Rupees)** only ("**TOTAL PRICE**"). The break- up of which is given in **Annexure- "III"** hereto:

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment to the

Allottee and the common areas and the facilities of the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-"D"**. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of 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 paint/POP, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per the **Schedule-"E"** hereto.

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.

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

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual

interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs 2,00,000/= (Rupees Two Lacs only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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 the allottees or the competent authority, as the case may be..

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, 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 KMC and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31st September, 2023, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by

nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 2 (two) months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Conveyance Deed in favour of the Allottee shall be executed and registered by the Promoter in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the Promoter and the Allottee shall render full cooperation with each other to carry out the execution and registration of the Conveyance Deed. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter /Association of the Allottees, as the case may be, after the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, for the Project. The Promoter shall handover copy of Completion Certificate or Partial Completion Certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Conveyance Deed of the same.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges holding charges, taxes as applicable.

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

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on expiry of the said period, the allotment shall stand cancelled and the Promoter herein is entitled to forfeit an amount equal to the sum total of the booking amount paid for the allotment, all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonor of cheque(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter.

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of cancellation only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

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

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, 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 by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 45 (forty-five) days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE PROMOTER

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

- (i) The Owner has absolute, clear and marketable title with respect to the Said Land; the Promoter has requisite rights to carry out development upon the Said Land and absolute, actual physical and legal possession of the Said Land for developing the Project;
- (ii) The Owner & the Promoter have 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, Further, encumbrances by way of mortgage or hypothecation in respect of the Said Land may be created in future for obtaining financial assistance for the development of the Project;

(iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Tower/ Building and the Apartment and the Common Areas;

(vi) The Promoter and the Owner have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) Other than **the Development Agreement** referred to herein above, the Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Said Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Owner & the Promoter confirm that the Owner & the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of the Allottees or the Competent Authority, as the case may be;

(x) The Said Land 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 Said Land;

(xi) The Owner & the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the Competent Authority, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the Promoter under section 19(6) of the Act.

(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 Owner & the Promoter in respect of the Said Land and/or the Project.

(xiii) That the said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 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 clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, 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 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments for 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 as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months 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 applicable statutory taxes, if any, this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

On receipt of the complete amount of the Price of the Apartment from the Allottee, the Owner shall execute a conveyance deed along with the Promoter as the Confirming Party and convey the title of the Apartment together with proportionate, indivisible and variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment the stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services of the Project till the taking

over of the maintenance of the Project by the Association of the Allottees upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

The cost of such maintenance for a period of 1 (One) year from the Deemed Date of Possession ("**MAINTENANCE CHARGES**"), assuming that the Association(s) shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the allottees within a period of 1 (one years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may of the Project. In case the formation of the Association is delayed beyond the 1 (one) year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the Allottees shall pay to the Promoter, the charges for such maintenance as fixed by the Promoter.

11.1 COMMON AREAS AND FACILITIES:

- A. The Common Areas and common facilities of the Project shall be handed over to the Association upon formation of such association by the allottees of the Project (the "**ASSOCIATION**").
- B. The Allottees of the Project shall join the Association of the Project as members.
- C. The Allottees are required to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- D. The Promoter shall at an appropriate time within a maximum period of 1 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, shall notify the scheme of formation of the Association to the allottees in accordance with the West Bengal Apartment Ownership Act,1972 so as to enable them to constitute/form such Association.
- E. The Allottee shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.
- F. During the Interim Maintenance Period, (i.e. the period prior to formation of the Association of Allottes and handing over of maintenance of Common Areas and Facilities of the Project, the Promoter shall run, operate, manage and maintain the Common Areas & Facilities.
- G. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and common facilities of the Project, including that of the RAC shall during the Interim Maintenance Period, be framed by the Promoter. After the Common Areas and facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association. These Rules & the Bye Laws will be framed with such restrictions as may be necessary for proper maintenance and shall always be framed subject to the following restrictions:

MAINTENANCE SECURITY DEPOSIT: The Allottee, on or before possession, shall deposit an amount equivalent to 1 year's maintenance charges (the "**MAINTENANCE SECURITY DEPOSIT**") which amount will be a part of the Total Price of the Apartment as mentioned in **Annexure- "III"** hereto. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project.

The annual subscription for 1 (one) year shall be payable to the Promoter or its nominee, at the time of possession and is mentioned in the Total Price. Surplus or deficit, if any, arising out of the operation of the maintenance of the Project for the period of these 1 (one) years shall be to the account of the

Promoter. In case however, the Association of the allottees/owners of the Project is formed within the period of 1 (one) years, then, and, in that event, the balance amount (proportionate to the period less than 12 months), if any, after reconciling the accounts would be handed over to the Association.

ELECTRICITY SUPPLY the Promoter shall make provision for a High Tension supply or Bulk supply through CESE/any other electricity supply agency in the Project and the allottees shall obtain their individual electric meter in their name in the Apartment at their own cost for such connection.

DIESEL GENERATOR POWER BACKUP: Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment. The charges for the allocated DG load will be payable by the Allottee on or before possession of their Apartment and is included in the Total Price as mentioned in **Annexure- "III"**. The extra DG power load shall be allotted upon availability and in multiples of KW@Rs. 50/- per Sq. Ft. per KW. The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE INTERIM MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

12. DEFECT LIABILITY

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

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or Omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and Condition of the area of the purported defect, then the Promoter shall be relieved of its obligations Contained in clause 12 hereinabove.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Owner & the Promoter undertake that it has no right to make additions or to put up additional structures(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 and disclosed, except as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter do 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 and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar or concerned A.R.A as and when intimated by the Promoter. If the Allottee 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (except the taxes which has been collected and already been deposited with the authorities) shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

The allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

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

- ii) A assignment fee equivalent to 3% (Three percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Owner & the Promoter through their authorised signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Owner & the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

_____ Name of Allottee
_____ (Allottee Address)

M/s _____ Promoter name
_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

SCHEDULE-A THE SAID LAND

ALL THAT piece and parcel of **Bastu Land** measuring an area of **10 (Ten) Cottahs 11 (Eleven) Chittaks 5 (Five) Sq. Ft.** situated at Mouza - Nayabad, Touzi No. 56, Revenue Survey No. 3, J.L No. 25, comprised in R.S. Dag No. 194, present L.R. Khatian Nos. 2815, 2816, 2817 and 2828, known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, K.M.C. Ward No. 109, Borough No. XII, Police Station Panchasayar (formerly Purba Jadavpur, formerly Kasba), Kolkata - 700 094 and the entire property is butted and bounded by:

ON THE NORTH : By 30'-0" wide Road;

ON THE SOUTH : By 40'-0" wide K.M.C. Road;

ON THE EAST : By Land of others;

ON THE WEST : By Land of others.

SCHEDULE 'B'

ALL THAT Apartment No. having Carpet Area of Square Feet (corresponding Super built-up area of Square Feet), Balcony Area Square Feet, on the floor, in building, along with nos. of Open/Covered Car Parking Space (measuring sq. ft. be the same a little more or less) in the Floor as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the Common Areas of the Project and butted and bounded as follows:

East:
West:
North:
South:

SCHEDULE 'C'
[FLOOR PLAN OF THE APARTMENT]

Apartment No. together with an exclusive balcony and which has been more fully and particularly described in **Schedule "B"** appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as **Annexure- "II"** hereto and duly bordered in colour **RED**.

SCHEDULE 'D'

PAYMENT SCHEDULE - PREMISES NO. 3453 - NAYABAD		
SL. NO.	PARTICULARS	AMOUNT
1	BOOKING	2,00,000/-
2	AGREEMENT (WITHIN 30 DAYS FROM THE DATE OF BOOKING)	15% of Total Consideration + 5% G.S.T. (Less) - Booking Amount
3	ON COMPLETION OF PILING	10% + 5% G.S.T
4	ON COMPLETION OF FOUNDATION	10% + 5% G.S.T
5	ON COMPLETION OF GROUND FLOOR ROOF CASTING	10% + 5% G.S.T
6	ON COMPLETION OF 1ST FLOOR ROOF CASTING	10% + 5% G.S.T
7	ON COMPLETION OF 3RD FLOOR ROOF CASTING	10% + 5% G.S.T
8	ON COMPLETION OF 5TH FLOOR ROOF CASTING	10% + 5% G.S.T
9	ON COMPLETION OF 7TH FLOOR ROOF CASTING	10% + 5% G.S.T
10	ON COMPLETION OF BRICK WORK	5% + 5% G.S.T
11	ON COMPLETION OF FLOORING	5% + 5% G.S.T
12	ON POSSESSION	5% + 5% G.S.T

(i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

(ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

SCHEDULE – E

- i) Earthquake resistant RCC framed construction with infill brick walls.
- ii) Bedroom, Living & Dining : Vitrified Floor Tiles.
- iii) Staircase & Floor Lobby with Granite / Tiles / Marbles.
- iv) Tough Timber Frames & Solid Core Flush Shutter Doors.
- v) Aluminium Sliding Window with fully glazed Shutter.

- vi) Kitchen :
 - a) Ceramic Tiles Floor with Granite, Black Stone Counter & Sink
 - b) Dado of Ceramic Tiles upto 2ft. above the counter

- vii) Toilet :
 - a) Ceramic Tile Floor
 - b) Dado of Ceramic Tiles on the wall upto door height
 - c) White sanitary ware of a reputed make
 - d) C.P. Fitting of a reputed make

- Viii) Wall Finish
 - a) Interior : Wall Putty /white Cement Paint
 - b) Exterior : High Quality Weather proof Cement paint

- ix) Water Supply
 - a) 24 Hrs. Water Supply
 - b) Water Treatment Plant

- x) Power Back Up
 - a) 24 x 7 Generator back up to flats at extra Cost.

- xi) Telephone / Cable TV
 - a) Telephone Conducting in Living / Master Bedroom
 - b) Cable TV Conducting, Living / Dining

xii) Passenger Lift of a reputed make.

Electrical Point

- a) Piano type switches of north-west or equivalent make.
- b) Necessary Electrical point with switches in all bedroom, Living /Dining , Kitchen and Toilets
- c) Concealed Electrical wiring with PVC insulated Copper wire of a reputed make.
- d) AC point in all bedrooms & Living / Dining.

xiii) Security

- a) 24 Hrs. Security Network with CCTV facility
- b) Fire Safety
- c) Children Play Area

SCHEDULE – F

- i) Modern G+7 Elevation
- ii) Water Treatment Plant
- iii) 24 Hours Security
- iv) CCTV Surveillance
- v) 24 x 7 Power Supply
- vi) Passenger Lift
- vii) Car Parking
- viii) Decorated Lobby
- ix) 24 x 7 Water Supply
- x) Rooftop Garden with Party Deck
- xi) Children Play Area
- xii) DG Generator

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

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

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

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

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

Drafted and prepared by:

ANNEXURE - III

**** Cancellation Charge** -Rs. 51,000/- before Agreement for Sale
and after Agreement for Sale - 10% of Flat value + G.S.T.

- * Legal Charges - Rs.25,000/- (Agreement for Sale - Rs.10,000/- &
Deed of Conveyance - Rs.15,000/-)
- * Generator Charges - Rs. 50/- per Sq. Ft. + G.S.T.
- * H.T. Line - Rs. 30/- per Sq. Ft. + Actual demand of C.E.S.C (Electricity)
- * Association formation Charges - Rs. 5 /- per Sq. Ft.
- Flat Mutation , Appointment &
- * Assessment in the name of Buyer - Rs.5/- per Sq. Ft. + G.S.T.
- * Maintenance 12 month - Rs.3/- per Sq. Ft.
- * Security deposit - Rs.25,000/-

Note : Legal charges for Agreement for Sale Registry Rs.10,000/- will be charged extra +
Actual Government demand

AARIFA DEVELOPERS PVT. LTD

Director