

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this  
.....day of, 2023(Two Thousand Twenty Three).

**BY AND BETWEEN**

**SQUAREMARK HOMES PVT. LTD**

*Rajkamal Dutta*  
Director

**(1) SHARDA SONS RESOURCES PRIVATE LIMITED (CIN No. U51109WB2005PTC101495 and Income Tax PAN- AAECM1558L)**, a company incorporated under the provisions of the companies Act 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000) and **(2) APLOMB CONSTRUCTIONS PRIVATE LIMITED(CIN No. U45400WB2014PTC201959 and Income Tax PAN- AAMCA6526A)** , a company incorporated under the Companies Act, 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000)

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

interest and executors, administrators, legal representatives and assigns) of the **FIRST PART;**

**AND**

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

**AND**

(1) **MR. ....( Income Tax PAN - ..... and Aadhaar No. - .....)**, son of ....., by Occupation – .....,by faith – ....., by Nationality – Indian, (2) **MS. .... Income Tax PAN - .....and Aadhaar No. - .....**), wife/daughter of Mr. ...., by Occupation – ....., by faith – ....., by Nationality – Indian, both are residing at .....Road, Post Office - ....., Police Station - ....., District - ....., West Bengal, Pin Code No - ....., hereinafter **jointly** called and referred to as the **ALLOTTEE(S)/PURCHASER(S)**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representative, successors-in-interest and permitted assignees) of the party of the **THIRDPART.**

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

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

**DEFINITIONS** :

**1) ACT** means **Real Estate (Regulation & Development) Act, 2016** as amended from time to time.

**2) AGREEMENT FOR SALE** means an agreement made amongst the Land Owners, the Promoter and the Allottee(s)/Purchaser(s);

**3) PROJECT** shall mean the work of development undertaken by the Developer/Promoter from inception till the development of the **PROJECT LAND**, mentioned in the **Part – III** of the **FIRST SCHEDULE** herein below, is completed, possession of the completed units is taken over by the Unit Owner(s) or intimated to the allottee/s and the Deeds of Conveyance are executed and registered in favour of the Unit Owner(s) and possession of the completed flats/units be made over to the Unit Owner(s) and the name of the Project has been fixed by the Developer as **"SQUAREMARK MOHORKOONJO"**.

**"SQUAREMARK MOHORKOONJO"** is being promoted/ developed on joint venture basis and is completed with essential facilities within itself. **"SQUAREMARK MOHORKOONJO"** is a residential project and is being promoted by the Developer **"SQUAREMARK HOMES PVT. LTD."** herein on joint venture basis. The entire project will be developed in **5(Five)** Phases such as Phase-I, Phase-II, Phase-III, Phase-IV and Phase-V and each of the Phases will be completed within a certain period as mentioned in Development Agreement, mentioned herein below.

**4) "PROJECT LAND"** shall mean **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less, in various plots of land under different khatians, lying and situated at **Sultanpur (J.L. No.-16)** and **Dihi Medanmalla Mouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat, Holding Nos. 244 & 247 and 243 & 244 (Old Holding No. 574 & 575 and 577 & 578)**, in the District of South 24 Parganas, more fully and particularly described in the **Part – III** of the **FIRST SCHEDULE** herein below which is free from all encumbrances, charges, liens,

lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

**5) TOTAL AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **FOURTH SCHEDULE** hereto payable by the Allottees/Purchasers to the Vendor for acquiring the said Flat /Unit along with the right to use of **Car Parking Space(s)** on the ground floor (if any).

**6) PLAN/PLANS** shall mean the plan/plans of the Buildings which has/have been sanctioned by the South 24 Parganas Zilla Parishad vide **Sanctioned Building Plan No.- 441/571/KMDA, dated-09-08-2016** which was subsequently approved by the **Mallickpur Gram Panchayat, vide Approval No.- 117/MGP/16, dated- 11-08-2016 and renewed on 29-11-2022 and valid upto 07-08-2025** and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any.

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

**8) "COMMON AREAS , INSTALLATIONS AND FACILITIES"** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like stairways, landings, corridors, hallways, driveways, lawns, open spaces, common lavatories/toilets, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building/Buildings, as may be decided or provided by the Developer time to time for common use of the Transferees of the Transferable Areas at the Building(s) in common

with the Owners and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper which has been specifically described in the **THIRD SCHEDULE** hereunder written.

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

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

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

**12) "OWNER'S ALLOCATION"** shall mean **29 % (Twenty Nine Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats /apartments /Row Houses /Bungalows together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project "**SQUAREMARK MOHORKOONJO**" and in accordance with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **15-03-2023**.

**13) "DEVELOPER'S ALLOCATION"** shall mean the **71 % (Seventy One Percent)** share in the Transferable Areas / Constructed Areas in the building(s)/flats/apartments/ Row Houses/Bungalows together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project "**SQUAREMARK MOHORKOONJO**" and in accordance

with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **15-03-2023**.

**14) AREA :**

- a. **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-5% (Five percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.
- b. **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **Concerned Authority/Authorities**, from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.
- c. **MAINTENANCE CHARGEABLE AREA** of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area of the said Apartment/Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for taxes, maintenance charges, deposits etc. So, it is called as "Maintenance Calculation Area".

**15) ASSOCIATION** shall mean the Association, Committee, Body, Society which would comprise the Owner/Vendor initially and thereafter the representatives of all the buyers/allottees of Flat/Unit and be formed or incorporated at the instance of the Owners/Vendors for the Common Purposes with such rules and regulations as shall be framed by it.

**16) SINKING FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchasers herein,

towards sinking fund which shall be held by the Association/Maintenance Agency on account of maintenance expenses.

**17) DATE OF POSSESSION** shall mean the date on which the Allottees/Purchasers take actual physical possession of the said Flat along with Car Parking Space (if any) after discharging all their liabilities and obligations.

**18) COMMITTED POSSESSION DATE shall** mean the estimated date of making the said apartment ready for the purpose of delivery for possession on or before **30<sup>th</sup> June, 2026**. The aforesaid date shall also be subject to force majeure.

**19) DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of **90(Ninety)** days from the date of intimation to the Allottee for taking possession of the apartment in accordance with the terms of this Agreement.

**20) PROVISION OF SERVICES** shall mean commercial activities whereby a party (hereinafter referred to as the service provider such as Promoter and/or Maintenance Agency/Association upon its formation) is obliged to provide a service to another party (hereinafter referred to as the Allottee) and receive payment; the service-using party (hereinafter referred to as the customer) is obliged to pay to the service provider and use the service .

**21) WORKMANSHIP** shall mean the skill with which something is made and which affects the appearance and quality of the finished object. The workmanship may be good /poor/ shoddy. The project is still unfinished due to shoddy workmanship and poor planning. The problem may be due to poor workmanship.

**22) ACCESSORIES** shall mean a thing/object/device which is not essential in itself but can be added to something else in order to make it more useful, versatile, or attractive.

**23) "LOCAL AUTHORITY"** means the **Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

**24) SAID UNIT** shall mean the Flat together with Undivided proportionate share of land underneath the building, along with right to use of the Car Parking Space (if any) and the right to use of Common Portions including common roof area as described in the **SECOND SCHEDULE** herein below.



**25) "PARKING SPACES"** shall mean car parking spaces , sanctioned by the Concerned Authority that may be earmarked by the Developer as right to use to park the car(s) and/or two wheeler(s), if any, described in **Part-II of the Second Schedule** hereto,

**26) COMMON ROOF AREA** shall mean ultimate roof of each of the multi-storied buildings as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment/ Unit which is one of the common amenities and facilities.

**27) FORCE MAJEURE** : means delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer .

**28) SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Flat.

**29) "COMPLETION CERTIFICATE OR OCCUPANCY CERTIFICATE"** means the completion certificate or occupancy certificate or such other certificate by whatever name called, issued by the **Mallickpur Gram Panchayat or Hariharpur Gram Panchayat or Panchayat Samity or Zilla Parishad of South 24 Parganas** certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

**30) ADVOCATE** shall mean **SHEK ATAUR RAHAMAN** , Advocate of Alipore Judges Court, Kolkata, residing at 34, Sodepur Brick Field Road, P.O. +P.S.-Haridevpur, Kolkata-700082, who have been appointed by the Parties and have prepared this Agreement for Sale and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Flat Units therein, including the Deeds of Conveyance;

**31) APPROPRIATE GOVERNMENT** means the State Government;

**32) RULES** mean the West Bengal **Real Estate (Regulation & Development) Rules, 2021**, as amended from time to time, made under the **Real Estate (Regulation & Development) Act, 2016**.

**33) WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.

**34) SECTION** means a section of the Act.

**35) MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;

**36) SINGULAR NUMBER** shall include the **plural** and vice versa.

**WHEREAS :**

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

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

**C.** The Promoter/Developer has already obtained the final layout plan, specifications and approvals from the **South 24 Parganas Zilla Parishad** who issued Commencement Certificate to develop the said Project and also **Building Plan No.-441/571/KMDA, dated-09-08-2016** which was subsequently approved by the **Mallickpur Gram Panchayat, vide Approval No.- 117/MGP/16, dated- 11-08-2016 and renewed on 29-11-2022 and valid up to 07-08-2025** for the construction of the "**SQUAREMARK MOHORKOONJO**" Project at its own cost and expenses, on the Project Land, more fully described in **Part -III** of the **FIRST SCHEDULE** hereto, comprising of various independent of the apartments/flats/unit(s)/building(s), with the provisions of amenities and facilities to be used in common by all occupants/Allottees of the entire Project in due course. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the laws as applicable.

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

**E.** The Allottee(s) /Purchaser(s) has/have applied for allotment of a residential flat/apartment along with a Car Parking Space(if any) in the said Project under development vide **Application dated .....** ("**Application Form**") and has been allotted an apartment being No. ....having carpet area of .....square feet, type.....,on the.....floor in.....[tower /block /building] no. ("Building"), hereinafter referred to the "**SAID APARTMENT/FLAT**" more fully mentioned and described in **Part – I** of the **SECOND SCHEDULE** hereto) Together with exclusive right to use of garage/car parking space being no..... admeasuring an area of .....square feet in the.....[Please insert the location of the garage/closed parking], (if any), more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto) and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities in common with the other Allottees of the said Project (hereinafter collectively referred to as the "**Common Areas**" and more fully mentioned and described in the **THIRD**

**SCHEDULE** hereto) as defined under clause (n) of Section 2 of the Act and the floor plan of the apartment is annexed hereto and marked as **Annexure.**

**F.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein: (a) Prior to the execution of this Agreement , the Allottee(s) has/have independently examined and verified or caused to be examined and verified all the relevant documents in relation to the said unit/building/property and has/have fully satisfied himself/themselves about the same inter alia the nature of the Owners' right, title, approvals (current and future) drawings, Specifications , fixtures and amenities and common Portions of the Project, (b) The rights, title and interest in the property of the Owner in respect of the Project Land , more fully described in **Part – III of the FIRST SCHEDULE** hereto, under this Agreement for Sale, (c) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act , (d) the Carpet Area of the Said Flat/unit , (e) The Purchaser/Allottee confirms that he has entered into this Agreement out of his own free will and without any coercion and after reviewing and understanding the draft of this agreement, (f) The Purchaser/Allottee has obtained suitable legal advice prior to entering into this agreement and he hereby confirm that he is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement.

**G.** 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.

**H.** 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.

**I.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Developer /Promoter hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase one **Residential Flat/Apartment,together with a Car Parking Space**(if any) on the Ground Floor, morefully described in the **SECOND SCHEDULE** written hereunder.

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

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

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase one

**Residential Flat/Apartment ,together with the right to use of the Car Parking Space(s) (if any) , more fully described in the Second Schedule herein below.**

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

<b><u>DETAILS &amp; TOTAL PRICE OF THE APARTMENT / UNIT</u></b>	
Apartment No. :	Maintenance Chargeable Area :
Block :	Floor :
<b>COST OF APARTMENT / UNIT (A)</b>	Rs.
<b><u>OTHER CHARGES, DEPOSITS AND LEGAL FEES</u></b>	
<b><u>OTHER CHARGES (B)</u></b>	
Club Charges	Rs:
Generator Charges	Rs:
Common Electrical Charges	Rs:
Society Formation Charges	Rs:
<b><u>DEPOSITS (C)</u></b>	
Deposit for Advance Maintenance Charges (for 1 Year)	Rs
Deposit for Sinking Fund	Rs:
<b><u>LEGAL FEES (D)</u></b>	
Legal Fees	Rs:
<b>TOTAL AMOUNT OF OTHER CHARGES, DEPOSITS AND LEGAL FEES ( E) =</b>	<b>RS: Total amount of (B+C+D)</b>
<b>TOTAL PRICE OF THE APARTMENT / UNIT (Excluding Taxes) (F) =</b>	<b>RS: Total amount of (A+B+C+D)</b>
<b><u>APPLICABLE TAXES ON TOTAL PRICE (F)</u></b>	
<b>Applicable Taxes on Total Price as above = (G)</b>	Rs:
<b>SUM TOTAL OF THE APARTMENT / UNIT (Including Taxes) (H) =</b>	<b>RS. Total amount of (F+G)</b>

**EXPLANATION:-**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, COST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within **30 (Thirty)** days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes: (a) pro rata share in the Common Areas and (b) \_\_\_\_\_garage(s)/Closed Car ParkingSpaces as provided in the Agreement.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vi) The Allottee(s) shall make the payment as per the payment plan set out in the **FourthSchedule** ("Payment Plan"), hereunder written.

- (vii) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @\_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- (viii) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- (ix) Applicable in case of an apartment, the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45(forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- (x) Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (a) The Allottee shall have exclusive Ownership of the Apartment,
  - (b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee

shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (c) 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.
  - (d) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat/unit as the case may be with prior intimation to take concern from the Promoter.
- (x) It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_no. of 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.
- (xi) It is understood by the Allottee that all other areas and facilities falling outside the Project namely “ **Squaremark Mohorkoonjo**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- (xii) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s) which it has collected from the Allottee(s) for the payment of outgoings (including the cost of land , ground rent, municipal or other local taxes, charges for water or electricity,

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

- (xiii) The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

**2. MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**SQUAREMARK HOMES PVT. LTD.**" Payable at Kolkata.

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

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), 1999. Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and



provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act(FEMA), 1999 or other laws as applicable, as amended from time to time.

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

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

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

**5. TIME IS ESSENCE:-**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely

payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

**6. CONSTRUCTION OF THE PROJECT/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 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:-**

**i) SCHEDULE FOR POSSESSION OF THE SAID APARTMENT:**

The Promoter agrees and undertakes 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 **30-06-2026** unless there is any delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 (Forty Five)** days from that date. After refund of the money paid by the Allottee,

Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**ii) PROCEDURE FOR TAKING POSSESSION**-The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within **3 (Three)** months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of the allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (Fifteen) days of receiving the occupancy certificate of the Project.

**iii) FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [Apartment/Plot]:**  
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 as applicable.

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

**v) CANCELLATION BY ALLOTTEE**- The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the allottee within **45 (Forty Five)** days of such cancellation.

**vi) COMPENSATION -**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the project is being developed and/or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within **45 (Forty Five)** days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The Land Owners/First Party has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.,
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The 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 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.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Land Owners in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf Property.

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

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

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

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

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

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

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

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

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

**10. CONVEYANCE OF THE SAID APARTMENT:-**

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

Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

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

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

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

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

The Purchaser shall from the Date of Possession use and enjoy the said Flat Unit and regularly pay the maintenance bills as raised from time to time. Default in payment of maintenance bills may result in withdrawal of common



services and imposition of such restrictions as may be just and proper. Delay in payment of maintenance charges would carry an interest @ 18 % (Eighteen percent) per annum for the period of delay.

The obligations and covenants of the Purchasers in respect of the user, maintenance and enjoyment of the said Flat Unit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in the **SIXTH SCHEDULE** hereto and the same shall be binding on the Purchasers. It is expressly made clear that in the event of the Purchasers not taking possession of the said Flat Unit within 15 days of the issue of Notice, the liability of the Purchasers to make payment of all costs, expenses and outgoings in respect of the said Flat /Unit including for Maintenance Charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th day notwithstanding anything to the contrary contained in the **SIXTH SCHEDULE** hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchasers.

**12. DEFECT LIABILITY:-**

- a. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter / Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter / Developer within a period of 5 (five) years by the Allottee from the date of Deemed possession date or date of taking possession by the Allottee whichever is earlier, save those as mentioned in clauses 12.b below.

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

- b. The Owner/Developer shall not be liable to rectify any defect occurring under the following circumstances:
  - I. If there are changes, modifications or alteration in plumbing lines, pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Owner/Developer will not take any responsibility of waterproofing,

- cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- II. If there are changes, modifications or alteration in electrical lines and wirings after said possession to the Allottee, the Owner/Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - III. If there are changes, modifications or alterations in doors, putting up outside grills on the windows or other related items, then the Owner/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - IV. If the Allottee after taking deemed/actual physical possession of the Apartment, executes interior decoration work including but not limited to any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Owner/Developer;
  - V. Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in buildings and need to be repaired by Allottee or Association from time to time, as the case may be, provided however that any cracks which develops for reasons other than as mentioned above, the Owner/Developer shall get it rectified at its own cost subject to validation by the Project Architect
  - VI. If the materials and fittings and fixtures provided by the Owners/Developer are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used as per the manufacturer's guidelines. Also many items like door and window hinges / locks, tap heads, toilet flush etc are inclined/subject to be used in regular basis but if due to prolonged non-use of the such items makes them inoperable or their condition deteriorates then the developer shall not be responsible for such damage.
  - VII. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Owner/Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuation, non-maintenance or other reasons not under the control of the Owner/Developer and not amounting to poor workmanship or manufacture thereof.
  - VIII. If the Project Architect(s) certifies that the defects for which complaint is made by the Allottee are not the manufacturing defects or due to poor workmanship or poor quality.
  - IX. There being any deterioration in the quality or functioning of any

electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Apartment due to normal wear and tear and/or any physical damage thereto.

X. If the Allottee or their representatives/agents of the project executes or causes any work including but not limited to any addition and/or alteration which causes any damage and/or other defects in the project/unit/apartment /common areas/other units , arising as a direct or indirect consequence of such alterations or changes for which the owner/Developer will not be responsible in any way and the association(upon formation)/Developer will decide the amount of penalty which will be borne by the Allottee.

XI. Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Developer and without giving the Owner/Developer the reasonable opportunity to inspect, assess and determine the nature of purported defects in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Developer shall be relieved of its obligations contained in clause 15 herein below.

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

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

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:-**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking'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 Service Areas: The service areas, if any, as located within the project “**Squaremark Mohorkoonjo**” 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 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 allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

a) Subject to Clause 12 herein 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.

b) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

c) The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

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

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

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

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

h) EV Charging:- The Allottee/s shall have to make their own provision for charging of their electric vehicle/s at their own cost and expenses with prior written consent and/or permission from the Promoter/ Association (upon formation).

**17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THEALLOTTEE :**

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment , all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS:-**

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

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

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

**20. APARTMENT OWNERSHIP ACT:-**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT:-**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, **firstly**, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within **30 (thirty) days** from the date of receipt by the Allottee and **secondly**, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement **within 30 (thirty) days** from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking

amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:-**

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

**23. RIGHT TO AMEND:-**

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

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

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

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

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

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

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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. FURTHERASSURANCES:-**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES :**



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

Name & Address of the Allottee : As mentioned herein above .

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

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

**31. JOINT ALLOTTEES :**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

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

**34. MISCELLANEOUS :**

- i)** Warranty will automatically be terminated if the Allottee(s) makes any changes and/or alter the construction work of their apartment/flat without the written consent of the Promoter/Maintenance Agency/Association (upon formation).
- ii)** Carpet Area will always be calculated after removal of cladding.
- iii)** If the Allottee(s) challenge to the Promoter regarding the construction work of their apartment/flat, all the expenses incurred for the same will be borne solely by the Allottee(s).
- iv)** In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the "Agreement for Sale" relating to such development within a period of 5 (five) years from the date of execution & registration of the Deed of Conveyance in favour of the Allottee(s) and/or from the date of getting C.C. from the concerned authority which is earlier and the Promoter will be liable to rectify such defects without taking further charges for the same within 30 (thirty) days from the date of complaint subject to the compliance of warranty given by the supplier company .  
 Provided that **(a)** if the warranty period is completed before 5 (five) years , then the Allottee(s) will be liable to pay the service charges,  
**(b)** the Allottee(s) will be liable to pay Service Charges other than the structural defect and /or any other obligations.  
**(c)** For the case of change of any material/goods installed in the Apartment/flat, model of the same may vary in case of unavailability.
- v)** The Promoter/Vendor will not be liable if any defect in the Apartment will be held for non-use of the same for long time or not used as per prescribed instructions/guidelines.
- vi)** Extra no. of Parking Space will be allotted to the Allottee(s) if required, from the additional land purchased by the Promoter and/or from the land of other Phases.
- vii)** Cleaning of Apartment/Flat will be held only one time at the time of hand over of possession of the same.
- viii)** Warranty will be started from the date of getting C.C. and/or deemed possession date of the apartment/unit which is earlier.
- ix)** The Promoter may appoint the Secretary of the Association till the date of handover of the same to the Owners' Association (upon formation).
- x)** The Promoter has absolute right to be exited from the Maintenance Agency. If no one wants to take charge of the said Maintenance

Agency/body, then the Promoter may again take charge of the same and fix the Maintenance Charges in revised rate for which the Promoter will not be liable to disclose the accounts of the expenses of the maintenance.

- xi)** If any one of the Allottees/Owners does not pay Maintenance Charges more than one year, then the said amount will be deducted by the Promoter from the amount of his/her/their sinking fund.
- xii) The Promoter will be liable to pay rent and taxes upto the date of getting C.C. from the concerned authority. Thereafter the Allottees /apartment owners will be liable to pay the same.
- xiii) One association will be formed for every phase and one apex/federation association will be formed for the entire project.
- xiv) Mutation Charges of the apartment will be paid by the Allottees separately.
- xv) If any one of the Allottees/Owners gives the said apartment on rental basis to a third party/tenant, then only the Allottee/Owner is solely liable to inform to the local police station and the association (upon formation).
- xvi) The Parties/Allottees are signing this Agreement for Sale reading all the laws and regulation including the laws of Association.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART-I**

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

**ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring about **918.46 Decimal** ( i.e. **9.1846Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. KhatianNos- 1420, 1426,2121, 2146 and 800,** lying and situated at **Mouza-Sultanpur,** J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla, comprised in the following **R.S.&L.R Dag Nos and L.R. KhatianNos -**

<b>R.S.&amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area in Dag  (In Dec.)</b>	<b>Own Area  (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land  ( In Dec. )</b>
<b>93</b>	1420	Housing Complex	53	20.40	20	20.40
<b>94</b>	1420	Bastu Commercial	49	43.41	43.41	43.41
<b>95</b>	1420	Bastu Commercial	39	33.66	33.66	33.66
<b>96</b>	1420	Shali	13	7.67	7.67	7.67
<b>97</b>	1420	Housing Complex	19	8.25	8.25	8.25
	1426	Bastu Commercial		5.57	5.57	5.57
<b>98</b>	1420	Housing Complex	28	28	28	28
<b>99</b>	1420	Housing Complex	28	28	28	28
<b>101</b>	1420	Housing Complex	53	53	53	53
<b>111</b>	1420	Shali	23	23	23	23
<b>133</b>	1420	Bastu Commercial	110	110	110	110
<b>134</b>	1420	Shali	73	73	73	73
<b>135</b>	1420	Housing Complex	21	21	21	21
<b>137</b>	1420	Housing Complex	34	34	34	34
<b>138</b>	1420	Housing Complex	19	19	19	19

<b>139</b>	1420	Shali	20	20	20	20
<b>140</b>	1420	Bastu Commercial	26	26	26	26
<b>141</b>	1420	Bastu Commercial	36	36	36	36
<b>142</b>	1420	Bastu Commercial	60	60	60	60
<b>142/827</b>	1420	Shali	40	40	40	40
<b>143</b>	1420	Bastu Commercial	99	99	99	99
<b>194</b>	1420	Bastu Commercial	30	30	30	30
<b>195</b>	1420	Bastu Commercial	17	17	17	17
<b>196</b>	1420	Bastu Commercial	11	7	6.40	7
<b>198</b>	1420	Bastu Commercial	7	7	7	7
<b>202</b>	1420	Bastu Commercial	77	62	62	62
<b>205</b>	2121	Shali	40	1.624	1.624	1.624
	2146			3.248	3.248	3.248
	800			1.628	0	1.628
		<b>Total =</b>	<b>1025</b>	<b>918.46</b>	<b>916.97</b>	<b>918.46</b>

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

**PART-II**

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

**PART-IIA**

( **TOTAL LAND AT SULTANPUR MOUZA** )

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

<b>R.S. &amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land ( In Dec. )</b>
76	1426	Bastu Commercial	143	11.5	11.5	11.5
83	1426	Shali	18	6	6	6
84	1426	Bastu Commercial	14	12	11.25	12
85	1426	Bastu Commercial	13	6.5	6.5	6.5
86	1426	Bastu Commercial	25	8.3327	8.33	8.3327
	12	Shali		4.1675	0	4.1675
	166	Shali		4.1673	0	4.1673
	480	Shali		4.1650	0	4.1650
	1264	Shali		2.0825	0	2.0825
	1265	Shali		2.0850	0	2.0850
87	1426	Shali	38	19	19	19
88	1426	Bastu	110	110	110	110

		Commercial				
89	1426	Bastu Commercial	71	71	71	71
92	1426	Bastu Commercial	46	46	46	46
93	1426	Bastu Commercial	53	33	33	33
94	1426	Bastu Commercial	49	5.59	5.59	5.59
95	1426	Bastu Commercial	39	5.34	5.34	5.34
96	1426	Shali	13	5.33	5.33	5.33
97	1426	Bastu Commercial	19	5.18	5.18	5.18
100	1426	Bastu Commercial	55	55	55	55
144	1426	Bastu Commercial	27	24	24	24
145	1426	Bastu Commercial	26	14	9	14
146	1426	Bastu Commercial	17	17	14	17
147	3	Shali	4	1.73	0	1.73
	1420			2.27	0	2.27
147/854	798	Shali	3	3	0	3
148	1426	Bastu Commercial	3	3	3	3
148/855	1426	Bastu Commercial	3	3	3	3
149	1426	Bastu Commercial	39	39	39	39
161	1426	Bastu Commercial	30	30	30	30





<b>799</b>	<b>11/3</b>	<b>49</b>	Shali	<b>123</b>	5.1783	0.00	5.1783
		<b>166</b>			1.8217	0.00	1.8217
		<b>261</b>			7.0000	0.00	7.0000
		<b>314</b>			7.4900	0.00	7.4900
			<b>Total=</b>		<b>21.49</b>	<b>0.00</b>	<b>21.49</b>

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

**PART-IIC**

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

**ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 6.5473 Acre)** more or less lying and situated at **Sultanpur (J.L. No.-16)** and **Dihimedanmalla Mouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiপুর, Police Station -Baruiপুর, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat, Holding Nos. 244 & 247 (Old Holding No. 574 & 575)**, in the District of South 24 Parganas.

**PART-III**

**( DESCRIPTION OF ENTIRE PROJECT LAND )**

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

**PART-IV**

**( DESCRIPTION OF TOTAL LAND OF PHASE-I )**

**ALL THAT** piece and parcel of vacant land measuring about **131.35 Decimal** more or less, lying and situated at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla, comprised in the following **L.R Dag Nos and L.R. KhatianNos:**

<b>L.R. Khatian Nos.</b>	<b>L.R. Dag Nos.</b>	<b>Nature of Land</b>	<b>Total Area in Dag (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Area for Phase-I ( In Dec. )</b>
1420	133	Bastu Commercial	110	110	110
1420	141	Bastu Commercial	36	36	7.86
1420	142	Bastu Commercial	60	60	6.49
1420	198	Bastu Commercial	7	7	7
		<b>Total=</b>	<b>213</b>	<b>213</b>	<b>131.35</b>
		<b>=</b>	<b>2.13 Acre</b>	<b>2.13 Acre</b>	<b>1.3135 Acre</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of **Mallickpur Gram Panchayat**, being  **Holding Nos. 243 (Old Holding Nos.577), Pin Code No. 700145**, in the District of South 24 Parganas which is butted and bounded as follows :

ON THE NORTH : Land of the Company in R.S & L.R. Dag Nos. 139(P) and 134.

ON THE SOUTH : Land of Others in R.S & L.R. Dag Nos. 199 and 200 and 10 mts.

Wide Private Road of the Project on the Land of the Company in

R.S & L.R. Dag No. 196.

ON THE EAST : Land of Others in R.S & L.R. Dag Nos. 132, 222 and 223.

ON THE WEST : 10 mts.Wide Private Road of the Project on the Land of the Company in R.S & L.R. Dag Nos. 141(P), 142(P) and 142/827.

#### **PART-V**

#### **(DEVOLUTION OF TITLE)**

**WHEREAS:**

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

Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
A.D.S.R- Baruipur	5728	2015	1611-2015	37519-37539	93	R.S.-27, L.R.- 1128	7.40
A.D.S.R- Baruipur	4506	2015	1611-2015	16826-16842		R.S.-127/1, L.R.- 1220	13.00
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	94	R.S.487 &28 and L.R.-795, 796,797 , 798, 512/1, 419, 604	49
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	95	R.S-430 and L.R.-798	39
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	96	L.R-182	13
A.D.S.R- Baruipur	7558	2015	1611	68997-69023	97	1226 and 1227	8.25
D.S.R.-IV, Alipore	3168	2017	1604-2017	82982-83009		1426	5.57
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	98	L.R.-364and 639,	28
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	99	471/1, 471/2, 471/3, 471/4,	28

						471/5, 471/6	
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	101	L.R.-543	53
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	111	L.R.- 424	17.25
A.D.S.R- Baruipur	3063	2016	1611-2016	60984-61004		R.S-44 and L.R.- 424	5.75
D.S.R.-IV, Alipore	4385	2014	25	669-687	133	L.R.-586	90
D.S.R.-IV, Alipore	4387	2014	25	756-775		L.R.-586 and 827	20
D.S.R.-IV, Alipore	3198	2015	10	9348-9364	134	L.R.-554	73
A.D.S.R- Baruipur	1917	2016	1611	40539- 40565	135	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	21
A.D.S.R- Baruipur	1917	2016	1611	40539-40565	137	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	8.5
A.D.S.R- Baruipur	4556	2015	1611	17555-17576		R.S.-56 and L.R.- 249	8.5
A.D.S.R- Baruipur	4129	2015	1611	10675-10702		L.R.-415	8.5
A.D.S.R- Baruipur	4555	2015	1611	17530-17554		L.R.-382	8.5
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	138	L.R.-707	19
A.D.S.R- Baruipur	6859	2015	1611	57099-57129	139	R.S.-297 and L.R.-180,	13.40

A.D.S.R- Baruipur	6857	2015	1611-2015	57060-57083		R.S.-297 and L.R. – 180 & 1049	6.60
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	140	R.S.-128 and L.R. – 795, 796, 797	26
D.S.R.-IV, Alipore	4387	2014	25	756-775	141	L.R.-586 and 827	36
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	142	57,95,101,104, 177,404,449, 568, 798	60
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	142/827	L.R.-798	40
D.S.R.-IV, Alipore	4384	2014	CD-25	612-632	143	R.S.-129 and L.R.-798	89
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031		R.S.-129 and L.R.-798	10
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	194	L.R.-798	30
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	195	L.R.- 57, 95, 101,104, 177, 404, 449, 568,	17
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	196	L.R.-57, 95, 101, 104, 177, 449, 568,	7
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	198	L.R.- 57,95,101,104 177,404,449,	7

						568, 798	
D.S.R.-IV, Alipore	4383	2014	CD-25	593-611	202	L.R. – 795, 796, 797	62
A.D.S.R- Baruipur	00671	2017	1611-2017	11446-11468	205	RS- 227, L.R.- 799, 800, 801	6.50
						<b>TOTAL =</b>	<b>934.72</b>

- B). Thereafter the above-mentioned **MALINATH TRADING PVT. LTD.** (presently known and identified as **SHARDA SONS RESOURCES PRIVATE LIMITED**), one of the Owners herein, has mutated its name as the Owner in the records of B.L.& L.R.O- Baruipur, South 24 Parganas under **L.R. Khatian No. 1420, 2121 and 2146** and the mutated area is **916.97Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.
- C) Thereafter for the benefit of the project a few quantum of land was purchased from another company, Land Owner No. (2) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 94,95 and 96** was sold to the said company, by virtue of several Deed of Conveyances.
- D). Due to the decision of the management and by virtue of Certificate of Incorporation, issued on 11-07-2019 by the Registrar of the Companies, Government of Indian, the name of the company has been changed from "**MALINATH TRADING PVT. LTD.**" to "**SHARDA SONS RESOURCES PRIVATE LIMITED**".
- E). After the aforesaid transfer, the above-mentioned **SHARDA SONS RESOURCES PRIVATE LIMITED** (previously known and identified as **MALINATH TRADING PVT. LTD.**), one of the Owners herein, has become the lawful Owners and possessed of **ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring **918.46 Decimal** (i.e. **9.1846Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. KhatianNos- 1420, 1426,2121, 2146 and 800**, lying and situated at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, in the District of South 24 Parganas, more fully and particularly

described in the **PART-I OF THE FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

- E). The above-mentioned **SHARDA SONS RESOURCES PRIVATE LIMITED** (previously known and identified as **MALINATH TRADING PVT. LTD.**), one of the Owners herein, also got its name mutated in respect of the said project land in the records of Mullickpur Gram Panchayat, South 24 Parganas, which has since been recorded under **Holding Nos. 243 & 244 ( Old Holding No.577 & 578) .**
- F). **On the other hand,** the aforesaid **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, another Owner herein, had purchased **ALL THAT** piece and parcel of shali and Bastu land measuring about **638.81 Decimal** (i.e. **6.3881Acre**) more or less, by virtue of several Deeds of Conveyance, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as-

Registration Offices	Deed No.	Year	C.D. Volume No.	Page Nos.	R.S.& L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
D.S.R.-IV, Alipore	4388	2014	25	812-832	76	R.S.- 344,93 L.R.- 634,530,578 ,798	11.50
A.D.S.R.- Baruipur	7656	2016	1611-2016	142694-142713	83		6.00
D.S.R.-IV, Alipore	4388	2014	25	952-976	84	R.S.- 344,93 L.R.- 634,530,578 ,798	12
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	85	798	6.50
D.S.R.-IV, Alipore	8025	2014	46	2758-2776		R.S.-59,L.R.- 328/8	8.3327

A.D.S.R.- Baruipur	7655	2016	1611-2016	142666-142693	86	L.R.- 166, 480, 1264 and 1265	11.1107
D.S.R.-IV, Alipore	3208	2017	1604-2017	117666-117697		LR-12 & 166	5.5566
A.D.S.R.- Baruipur	1312	2015	2	8642-8655	87	R.S- 244,L.R- 1001	19
D.S.R.-IV, Alipore	4389	2014	25	866-885	88	L.R-798	90
D.S.R.-IV, Alipore	4381	2014	25	735-755			20
D.S.R.-IV, Alipore	4381	2014	25	735-755	89	L.R-798	71
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	92	L.R- 79,250,798, 187,546	46
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	93	L.R- 79,250,798, 187, 546	33
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	94	1420	5.59
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	95	1420	5.34
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	96	795-797, 182	5.33
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	97	798	10.75
A.D.S.R.- Baruipur	9886	2014	19	2065-2079	100	R.S- 176,177,L.R - 126	27
A.D.S.R.-	9887	2014	19	2080-2094		R.S- 176,177,L.R	28



Baruipur						-126	
D.S.R.-IV, Alipore	4390	2014	25	886-910	144	L.R.-798	24
D.S.R.-IV, Alipore	4390	2014	25	886-910	145	L.R.-382	14
D.S.R.-IV, Alipore	4390	2014	25	886-910	146	R.S-55,L.R- 798,706	17
A.D.S.R.- Baruipur	1786	2015	3	5478-5491		R.S-475, L. R-3	1.73
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981	147	R.S-475, L.R.1420	2.27
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981	147/854	L.R- 798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148/855	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592		L.R- 798,382, 969, 852	29.50
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948		1420	9.50
D.S.R.-IV, Alipore	4382	2014	25	565-592	161	L.R-798	30
D.S.R.-IV, Alipore	4390	2014	25	886-910	165	L.R-798	28
A.D.S.R.- Baruipur	06179	2014	CD-12	4943-4956	196	L.R-893	4

D.S.R.-IV, Alipore	8026	2014	46	2777-2793	200	L.R- 798,1124, 1125,	20.95
						L.R-688	2.67
A.D.S.R.- Baruipur	7847	2016	1611-2016	145493-145512		L.R-1506, 1507, 1512, 1513, 1514	0.18
D.S.R.-IV, Alipore	8030	2014	46	2850-2863	201	L.R-798	24
						<b>Total =</b>	<b>638.81</b>

G). The aforesaid **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, had also purchased **ALL THAT** piece and parcel of shali land measuring about **21.49 Decimal** more or less, out of **123 Decimal**, lying and situated at **Mouza-Dihi Medanmalla**, J.L. No.-34, Touzi No.-250, Pargana- Medanmalla, **R.S. &L.R.Dag No.799. under R.S. Khatian No.11/3 and L.R. Khatian Nos.314, 166, 49 and 261**, by Nature – Shali, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Hariharpur Gram Panchayat, Pin Code No. 700144**, in the District of South 24 Parganas, more fully and particularly described in the **PART-IIB OF THE FIRST SCHEDULE** hereunder written, by virtue of a **Deed of Conveyance being No. 04188**, for the **Year 2017**, which was executed and registered on **08-06-2017**, in the office of A.D.S.R.- Baruipur, South 24 Parganas and it is/was recorded in **Book No.-I. Volume No. 1611-2017, Pages from 67593 to 67622**.

H). Thereafter the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, has mutated its name as the Owners in the records of B.L.& L.R.O- Baruipur, South 24 Parganas under **L.R. Khatian No. 1426** and the mutated area is **597.97Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.

I). Thereafter for the benefit of the project a few quantum of land in **R.S. & L.R. Dag Nos. 147** was purchased from Land Owner No. (1) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 97** was sold to the said company, by virtue of a Deed of Conveyance.

- J).** After the aforesaid transfer, the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, has become the lawful Owners and possessed of **ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 6.5473 Acre)**more or less. lying and situated at **Sultanpur (J.L. No.-16)** and **Dihi Medanmalla Mouza (J.L. No.-34)** , District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Hariharpur Gram Panchayat and Mallickpur Gram Panchayat**, in the District of South 24 Parganas, more fully and particularly described in the **Part-IIC of the FIRST SCHEDULE** hereunder written which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- K).** The above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED** also got its name mutated in respect of the said project land partly in the records of Mullickpur Gram Panchayat, South 24 Paraganas, which has since been recorded under  **Holding Nos. 244 & 247 ( Old Holding Nos. 574 & 575) .**
- L).** Thus the Party of the First Part have thus become the lawful Owners of **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)**more or less. lying and situated at **Sultanpur (J.L. No.-16)** and **Dihi MedanmallaMouza (J.L.No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station-Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat , Holding Nos. 244& 247 and 243 & 244(Old Holding No. 574 & 575 and 577 & 578)**,in the District of South 24 Parganas, morefully described in the **Part-III of the First Schedule** herein above.
- M).** The Land Owners hereby undertake and covenant that
- i) neither the aforesaid plots of land nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.
  - ii) they have not received any notice of acquisition or requisition of the property described herein above.
  - iii) save and except them (the Land Owners mentioned herein above) no other person or persons or company can claim any right title or interest what so ever in the **Part-III of the FIRST SCHEDULE** herein below.

iv) no suit or proceeding in respect of the Project Land , mentioned in the **Part-III of the FIRST SCHEDULE** herein below is pending i.e. the said land is free from any claim or dispute of any nature what so ever;

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

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

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

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

R). The Said Land is earmarked for the purpose of project of Residential Housing Complex which consists of Building(s) and Row Houses/Bungalow, Resident Club, Commercial Areas, with various modern facilities on joint venture basis and the entire project shall be known as "**SQUAREMARK MOHORKOONJO**" ("**Project**") and these areas may be developed as per the Promoter's decision in a phased manner as mentioned herein above.

S) The Owners herein are in process of acquiring further additional land parcels adjacent and contiguous to the project land and the promoter will develop said acquired land parcels along with the project land for integrated development. The Promoter shall modify the existing plan and obtain revised plan for the said

- additional land parcel and consume the additional FAR available for the proposed revision of the sanction plan for horizontal /vertical extension of existing buildings/blocks sanctioned by the concerned authority. The Allottee(s) by signing this Agreement has/have consented to the above and shall not raise any objection in future in this regard.
- T) Being desirous of exploiting the aforesaid plots of land commercially and for gaining profit, and to develop the said premises and/or plots of land into a Residential Cum Commercial Buildings and Row Houses/Bungalows jointly with the Promoter therein, both the Parties (the Land Owners and the Promoter herein and therein) have entered into two **Development Agreements such as (i) Development Agreement No.-1904-03015 , for the Year 2023** which was executed by “**SHARDA SONS RESOURCES PRIVATE LIMITED**” and registered on **15-03-2023**, in the office of “**D.S.R.-IV, Alipore, South 24 Parganas, West Bengal** ” and recorded in **Book No.-I ; Volume No.- 1904-2023 ; Pages Nos.- 84886 to 84947** and **(ii) Development Agreement No.-1904-03016 , for the Year 2023** which was executed by “**APLOMB CONSTRUCTION PRIVATE LIMITED**” and registered on **15-03-2023**, in the office of “**D.S.R.-IV, Alipore, South 24 Parganas, West Bengal** ” and recorded in **Book No.-I ; Volume No.- 1904-2023 ; Pages Nos.- 84827 to 84885**.
- U) The aforesaid Land Owners mentioned herein above and therein has also executed two **Development Powers of Attorney such as (i) Development Powers of Attorney being No.- 1604-03098, for the year 2023** which was executed by “**SHARDA SONS RESOURCES PRIVATE LIMITED**” and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84732 to 84759** and **(ii) Development Powers of Attorney being No.- 1604-03097, for the year 2023** which was executed by “**APLOMB CONSTRUCTION PRIVATE LIMITED**” and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84760 to 84792**, in favour of the Developer, mentioned herein above, for construction of multi-Storied Building(s) according to the Sanctioned Building Plan.
- V). Out of the aforesaid plots of land, the **Promoter /Second Party** mentioned herein, is at first , developing Phase-wise , part by part, a Residential Housing Complex of

- Ownership flats on the piece and parcels of vacant land measuring about **131.35 Decimal** more or less, lying and situated in **R.S & L.R Dag Nos- 133, 141(P), 142(P), 198, Under L.R. Khatian No.- 1420**, by Nature - Bastu Commercial, at **Mouza-Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, being **Holding Nos. 243 ( Old Holding No.577 )**, in the District of South 24 Parganas, categorically mentioned in the **Part-IV of the First Schedule** written hereunder and hereinafter referred to as the **SAID PLOTS OF LAND** which is/will be called and treated as **“SQUAREMARK MOHORKOONJO (PHASE-I)”** and it consists of **4(Four) Blocks** such as **Block-1, Block-2, Block-3 and Block-4** respectively as per Sanctioned Plan .
- W). As per the terms and conditions agreed & decided in the meetings by and between the Parties in connection with the development of the said project land, at the cost and expenses of the **Promoter /Second Party**, the above-mentioned **SHARDA SONS RESOURCES PRIVATE LIMITED** (previously known and identified as **MALINATH TRADING PVT. LTD.**) one of the Owners mentioned herein, had already obtained **Sanction of the Building Plan** from the **South 24 Parganas ZillaParishad vide Plan No.-441/571/KMDA,dated-09-08-2016** which was subsequently approved by the **Mallickpur Gram Panchayat, vide Approval No.- 117/MGP/16, dated- 11-08-2016**, for the construction of the flat/flats. **Now it is renewed on 29-11-2022 and valid upto 07-08-2025.** The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- X). The Land Owners mentioned herein above and therein, had already handed over the possession of the said property along with all original deeds to the Developer/Promoter.
- Y). In accordance with the Sanctioned Building Plan, the Promoter/Developer has been going to complete the construction of the said building(s).
- Z). The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed /will have been completed.
- AA). The Promoter has registered the Project **“SQUAREMARK MOHORKOONJO (PHASE-I)”** under the provisions of the Act with the **“ Real Estate Regulatory**

**Authority** (herein referred to as the **RERA**)” at Kolkata being **Registration No.-**  
 .....issued on.....

BB). The Land Owner as well as the Promoter have jointly decided to sell the flats along with the Car Parking Spaces (if any) of the project , together with the proportionate share of the project land to the intending Purchaser(s) /Allottee(s), along with the right to use of common areas and common spaces and utilities & amenities of the said new multi-storied building and/or project for which they have framed the terms and conditions , mentioned herein below.

CC). Thereafter the Promoter/ Developer herein namely “**SQUAREMARK HOMES PVT. LTD.**” has executed a “**General Power of Attorney** ” which is/was executed and registered on **16-05-2023** in the office of “**D.S.R.-IV, Alipore, South 24 Parganas** ” and recorded in **Book-IV , Volume No. 1604 -2023, Pages from 3983 to 4017 , being Deed No. 1604-00201, for the Year 2023** . The aforesaid Power of Attorney has/had been executed in favour of one **SRI PANCHU GOPAL SARDAR ( Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 5503 7136)**, son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by nationality- Indian, resident of Village- Nihata , P.O.- Kundarali, P.S. – Baruipur, PIN Code No.-743610, District- South 24 Parganas , therein and herein referred to as the “**ATTORNEY**” , to sell the flats/apartments /Units and car parking spaces and other spaces (if any) of the project “**SQUAREMARK MOHORKOONJO ( PHASE - I )** ”.

**DD)** In terms of the said “ **Development Agreement**”, as aforesaid and to realize the cost of construction of the building, the Promoter and the Land Owners have decided and declared to sell One self-contained **Residential Flat/Apartment, together with a Car Parking Space /Covered** on the Ground Floor, more fully described in the **SECOND SCHEDULE** written hereunder and together with the undivided impartible and proportionate share and/or interest in land underneath the building comprised in the **SAID PREMISES** , more fully described in the **Part-IV of the FIRST SCHEDULE** hereunder written, together with undivided proportionate share in the common areas and installations of the building, together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said flat and car parking space(if any), together with the proportionate share in all doors, windows, fittings, fixtures, walls and the common parts and portions, common rights, facilities, utilities, amenities, Stair Case and Sanitary Tank, etc. together with permanent hereditary and absolute

right to use and occupation, together with all right of easements and quasi easements, services and facilities thereof, hereinafter collectively called and referred to as the **“SAID FLAT/ APARTMENT / UNIT ”** in the project **“SQUAREMARK MOHORKOONJO ( PHASE-I )”** for a consideration as mentioned in **Part-I** of the **FOURTH SCHEDULE** including all mandatory costs **excluding G.S.T.** which is the highest price of the said flat as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder .

**EE)** The Purchasers herein on coming to know such intention of the Vendors (the Land Owners and the Promoter) and after being satisfied with all the papers and documents relating to the title of said flat/Apartment along with a Car Parking Space, have approached the Promoter and agreed to purchase One self-contained **Residential Flat, together with the right to use of Car Parking Space(s) (if any)** on the Ground Floor, more fully described in the **SECOND SCHEDULE** written hereunder and together with the undivided impartible and proportionate share and/or interest in land underneath the building comprised in the **SAID PREMISES** , more fully described in the **Part-IV of the FIRST SCHEDULE** hereunder written, together with undivided proportionate share in the common areas and installations of the building, together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said flat and car parking space, together with the proportionate share in all doors, windows, fittings, fixtures, walls and the common parts and portions, common rights, facilities, utilities, amenities, Stair Case and Sanitary Tank, etc. together with permanent hereditary and absolute right to use and occupation, together with all right of easements and quasi easements, services and facilities thereof, hereinafter collectively called and referred to as the **“SAID FLAT/ APARTMENT / UNIT ”** in the project **“SQUAREMARK MOHORKOONJO( PHASE-I )”** and the Promoter/Developer with the consent and concurrence of the Land Owners, has agreed to sell the same to the Purchasers/Allottees for a consideration as mentioned in **Part-I** of the **FOURTH SCHEDULE** ,including all mandatory costs excluding G.S.T. which is the highest price of the said flat as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder.

**FF)** Accordingly by virtue of this **“Agreement for Sale”** , **the Vendor/ Developer/Promoter has allotted One self-contained residential Flat / Unit** , fully mentioned in the **Part-I of SECOND SCHEDULE** written hereunder , **together**



a **Car Parking Space(if any)** fully mentioned in the **Part-II of SECOND SCHEDULE** written hereunder ,TOGETHER with the right to use of the variable proportionate undivided indivisible impartible share and/or interest of the Common Areas and common spaces of the said project **“SQUAREMARK MOHORKOONJO (PHASE-I)”** and together with undivided proportionate impartible variable share in the land which is morefully described in **Part-IV of FIRST SCHEDULE** written hereunder , hereinafter collectively referred to as the **“SAID FLAT/ APARTMENT / UNIT”** , which is free from all encumbrance, charges, liens, lispences, attachments acquisitions and all other liabilities whatsoever at or the price which is fully mentioned in the **Part-I of FOURTH SCHEDULE** written hereunder.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**( Description of Apartment/Unit & Car Parking Space)**

**(Developer’s Allocation)**

**PART-I**

**(Description of the Flat / Apartment)**

**ALL THAT** One self-contained tiles floor finished residential Apartment/Flat **being No-** ..... , type....., on the ..... **Floor**, in Block No-..... **of the new multi-storied Building**("Building") , **admeasuring an area of** ..... **Sq. ft. Carpet Area** , be the same a little more or less , consisting of ..... (..... ) **Bedrooms**,..... (..... ) **Dining cum Living Room** ,..... (..... ) **Toilets** ,..... (..... ) **Kitchen** , Together with undivided proportionate impartible variable share in the Project Land , more fully mentioned and described in the **Part-IV of the FIRST SCHEDULE** herein above and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **“COMMON AREAS , INSTALLATIONS AND FACILITIES”** , more fully mentioned and described in the **THIRD SCHEDULE** hereto, Together with all rights of easements and quasi easements, services and facilities thereof , all hereinafter collectively called and referred to as the **“SAID FLAT/APARTMENT”** hereto ,morefully mentioned in the **Part-I of SECOND SCHEDULE** written hereunder , TOGETHER with the exclusive right to use of ..... (..... ) **No. of Car Parking Space (s)** being No. ....on the Ground Floor morefully

mentioned in the **Part-II of SECOND SCHEDULE** written hereunder, Together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said Flat/Apartment and Car Parking Space , together with all right of easements and quasi easements, services and facilities thereof, all hereinafter jointly/collectively called and referred to as the “**SAID UNIT** ”, in the Project “**SQUAREMARK MOHORKOONJO (PHASE-I)**”, demarcated in annexed **Floor Plan or Map** , bordered with **Red Colour** which will be sold by this “**Deed of Conveyance**” by the above mentioned present Vendors . All the easement rights pertaining to the said land mentioned in the **FIRST SCHEDULE** hereto and the said building are to be held and enjoyed by the Purchasers herein with the Owners of the other Flats/Units. The details of the Apartment is as follows :

Apartment No.	
Block No.	
Floor No.	
Carpet Area ( including Cupboard Area but excluding Balcony & exclusive open terrace if any)	Sq.ft. (more or less)
Built Up Area	Sq.ft. (more or less)
Maintenance Chargeable Area	Sq.ft. (more or less)
Terrace (Built Up Area) (without construction right)	Sq.ft. (more or less)

### **PART-II**

#### **(Description of the Right to Use of Car Parking Space )**

.....(.....) No. of **Car Parking Space(s)** of the project, known and identified as “**SQUAREMARK MOHORKOONJO (PHASE-I)** ” for Right to Park of medium size Motor Cars /or Two Wheelers only and the Purchaser/Allottee (s) shall not be entitled to use said Parking Space for his/her/their other purposes , details of which are as follows:

<b>Sl. No.</b>	<b>Type of Car Parking Spaces</b>	<b>No. of Spaces earmarked</b>
	<b>Open/Covered Car Parking Space</b>	

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

**(Common Areas divided proportionately amongst the Apartment / Unit  
Owners/s)**

1. Proportionate share of the land comprised in the said Premises attributable to all the residential flats/units in the Project.
2. Stair on all the floors.
3. Stair case and stair landings having lighting, fixtures and fittings.
4. Lifts and its Landing and Lift Machine Room, if any.
5. Lift Space/Lift Shafts.
6. Fire Fighting systems and alarms in the common areas( if any).
7. Common Passages and Lobbies on the ground and the upper floors for egress and ingress.
8. Corridors, Driveways, Lawns, Open Spaces, Common Lavatories/ Toilets (if any) in the Ground Floor.
9. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir.
10. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station, Electric connection, installations and equipments.
11. Water and sewerage evacuation pipes from the flats to the drains, sewers common to the said Building.
12. Boundary walls and gate in respect of the said Premises and all areas or parts of the building required for ingress and egress to and from the respective flats/units including the stair case.
13. Security Ghumty/Room (if any)
14. Generator Room(if any)
15. Ultimate Common Roof Area and Common Open Terrace.
16. Beam, Columns, Girders and supports.
17. Any other facility and area provided for common use.
18. Security system (if any)
19. Such other equipments, installations, fixtures, fittings and spaces in or within the said building comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said building and all other covered and/or open area, which excluded properties shall remain the open area, which excluded properties shall remain

the exclusive properties of the seller and Owners, right to sell, transfer, let out or dispose of the same.

**THE SCHEDULE-C ABOVE REFERRED TO:**

**PART - I**  
**(Total Price/Consideration Including Taxes)**

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

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

<b><u>DETAILS &amp; TOTAL PRICE OF THE APARTMENT / UNIT</u></b>	
Apartment No. :	Maintenance Chargeable Area :
Block :	Floor :
<b>COST OF APARTMENT / UNIT (A)</b>	Rs.
<b><u>OTHER CHARGES, DEPOSITS AND LEGAL FEES</u></b>	
<b><u>OTHER CHARGES (B)</u></b>	
Club Charges	Rs:
Generator Charges	Rs:
Common Electrical Charges	Rs:
Society Formation Charges	Rs:
<b><u>DEPOSITS (C)</u></b>	
Deposit for Advance Maintenance Charges (for 1 Year)	Rs
Deposit for Sinking Fund	Rs:
<b><u>LEGAL FEES (D)</u></b>	
Legal Fees	Rs:
<b>TOTAL AMOUNT OF OTHER CHARGES, DEPOSITS AND LEGAL FEES (E) =</b>	<b>RS: Total amount of (B+C+D)</b>
<b>TOTAL PRICE OF THE APARTMENT / UNIT (Excluding Taxes) (F) =</b>	<b>RS: Total amount of (A+B+C+D)</b>
<b><u>APPLICABLE TAXES ON TOTAL PRICE (F)</u></b>	
<b>Applicable Taxes on Total Price as above = (G)</b>	Rs:

<b>SUM TOTAL OF THE APARTMENT / UNIT</b> (Including Taxes) (H) =	<b>Rs. Total amount of (F+G)</b>
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**[PAYMENT PLAN FOR TOTAL PRICE. APPLICABLE TAXES EXTRA]**

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

<b>STAGE OF DEMAND</b>	<b>CATEGORY</b>	<b>% OF DEMAND</b>
APPLICATION / BOOKING MONEY	FLAT COST	10%
ON THE DATE OF EXECUTION AND REGISTRATION OF SALE AGREEMENT	FLAT COST	10%
ON COMPLETION OF SLAB CASTING OF THE GROUND FLOOR ROOF OF THE BOOKED UNIT.	FLAT COST	10%
ON COMPLETION OF SLAB CASTING OF THE 1 <sup>ST</sup> FLOOR ROOF OF THE BOOKED UNIT.	FLAT COST	10%
ON COMPLETION OF SLAB CASTING OF THE 2 <sup>ND</sup> FLOOR ROOF OF THE BOOKED UNIT.	FLAT COST	10%
ON COMPLETION OF SLAB CASTING OF THE 3 <sup>RD</sup> FLOOR ROOF OF THE BOOKED UNIT.	FLAT COST	10%
ON COMPLETION OF SLAB CASTING OF THE 4 <sup>TH</sup> FLOOR ROOF OF THE BOOKED UNIT.	FLAT COST	10%
ON COMPLETION OF BRICK WORK	FLAT COST	10%
ON INSTALLATION OF DOOR, WINDOWS & PLASTER OF PARIS OF THE BOOKED UNIT	FLAT COST	10%
ON COMPLETION OF FLOORING OF THE BOOKED UNIT	FLAT COST	5%
ON POSSESSION OR REGISTRATION OF THE BOOKED UNIT WHICHEVER IS EARLIER	FLAT COST	5%
LEGAL CHARGES FOR REGISTRATION OF "SALE AGREEMENT" OF THE BOOKED UNIT	OTHER CHARGES	50%
LEGAL CHARGES FOR REGISTRATION OF "DEED OF CONVEYANCE" OF THE BOOKED UNIT	OTHER CHARGES	50%
CLUB CHARGES (ON POSSESSION)	OTHER CHARGES	100%
GENERATOR CHARGES (ON INSTALLATION OF GENERATOR)	OTHER CHARGES	100%
COMMON ELECTRICAL CHARGES (ON AGREEMENT)	OTHER CHARGES	50%
COMMON ELECTRICAL CHARGES (ON POSSESSION)	OTHER CHARGES	50%
ADVANCE MAINTENANCE FOR ONE YEAR (ON POSSESSION)	OTHER CHARGES	100%
SINKING FUND (ON POSSESSION)	OTHER CHARGES	100%
SOCIETY FORMATION (ON POSSESSION)	OTHER CHARGES	100%

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 30 [Thirty] days from the date of issue of Demand Letter otherwise interest will be charged as per applicable rate. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance amount of payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration. All payments received after due date will be first applied towards applicable rate of interest (as per Rules) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART – III**

The “**Promoter**” shall endeavor to construct the said Apartment/Flat/Unit and make the same ready for delivering the possession thereof not later than **30-06-2026** as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances, the provisions of RERA Act shall be applicable. Further the required provisions as per RERA Act shall also be applicable with regards to the possession of the Said Apartment/Flat/Unit.

### **PART – IV**

#### **Section A: Additional Payments payable wholly by the Allottee**

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

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

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

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

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

**PART – V**

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

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

General Specifications of the building and the flats /units known as “**Squaremark Mohorkoonjo (Phase -I)**” :-

<b><u>SPECIFICATIONS</u></b>	
<b>Foundation &amp; Super Structure</b>	Earthquake-resistant RCC framed structure
	<b><u>INTERNAL SPECIFICATIONS</u></b>
<b>Wall finish</b>	Internal walls with plaster of Paris.
<b>Flooring</b>	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
<b>Kitchen</b>	Black Granite platform.
	Floor made with Anti-skid ceramic / vitrified tiles .
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
	Electric points for microwave & water filter
<b>Toilet</b>	floor with anti-skid Ceramic tiles
	Fine quality ceramic tiles on the walls up to lintel height
	CP fittings of ISI Mark of reputed brand

	White Sanitary ware of ISI Mark of reputed brand
<b>Windows</b>	Anodized aluminium sliding glass windows with integrated MS grills
<b>Doors</b>	Flush door with wooden frame for bedroom. Main door will be flush door with laminated finish on outside.
<b>Electricals</b>	Concealed copper wiring with modular switches(ISI marked)
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet, AC point with starter in Master Bedroom only.
	Cable T.V. & intercom points in living and dining rooms
	Washing Machine Point will be given in Balcony
	Generator back up for 1 BHK - 500 Watt, 2 BHK - 600 Watt & 3 BHK - 800 Watt @ mandatory extra charges.
	<b><u>EXTERNAL SPECIFICATIONS</u></b>
<b>Elevation</b>	Modern aesthetic elevation
<b>Wall finish</b>	By synthetic base water proof paint
<b>Ground Lobby</b>	Vitrified Tiles on floor
<b>Staircase &amp; Floor Lobby</b>	Vitrified Tiles on staircases & floor lobby
<b>Elevators</b>	Lift from a reputed manufacturer upto terrace.
<b>Water Supply</b>	24 hours through deep tube well
<b>Security</b>	CCTV at ground floor with 24×7 central security surveillance with intercom.
<b>Fire fighting system</b>	Adequate nos. of fire extinguishers in common areas.
<b>Generator</b>	Back up for all common areas, deep tube wells & lifts.
<b>Common lighting</b>	Overhead illumination for driveway. Necessary illumination in all lobbies, staircases & common areas.
<b>Roof</b>	Roof will be shaded.



**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(Common Expenses)**

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

common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.

9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Restrictions / House Rules)**

The Purchaser/Allottees(s) or the Unit Owners(s) **SHALL NOT BE** entitled to –

- i. Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and after complying with the Rules of the Maintenance Agency/ Association.
- ii. Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises
- iii. Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions.
- iv. Make any claim of nature whatsoever against any person who has been granted any right by the Owners/Promoter in respect of the premises not affecting the rights hereby granted neither to the Purchaser nor against the Owners/Promoter with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- v. To alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and its nominee or tenant of the unit/flat/unit will be allowed to park their Cars at their Car Parking Space.
- vi. Not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s) and/or two wheelers of the respective Unit Owners/Purchaser/allottee(s);
- vii. Not to use or allow to be used the said flat/unit for any purpose other than residence;
- viii. Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Sixth Schedule (Common expenses)** or any other matter or the basis thereof.
- ix. Not to claim any right over and/or in respect of any open land at the said premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or portion as per the Owners/Promoter or in any parking spaces other than that mentioned in the **Part-II of Second Schedule.**
- x. Not object to the user of the common area, amenities and facilities (mentioned in the **Third Schedule**) by the other unit Owners.
- xi. Not object to the Developers, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to

outsider/third parties against payment of consideration/charges to the Developers installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building after taking necessary legal permission from concerned authority and neither the unit Owners (including the purchasers/Allottees) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- xii. Not to hinder, obstruct or object to the Owners/Promoter in erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Developers. Any revenue that may be earned, whether one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Developers exclusively and the purchaser or the association shall have not any claim regarding the same.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

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

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

- i) **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owners/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Flat/unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Owners/Developer in creating any charge, mortgage, lien over or in respect of any other flat/unit or spaces of the Project in terms of the Act or Rules.
- ii) **Documentation for Loan:** The Owners/Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.
- iii) **Nomination by Allottee with Consent:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Flat/unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:
- iv) **Allottee to Make Due Payments:** The Allottee shall make payment of all dues, including any interest for delay, to the Owners/Developer in terms of this Agreement, up to the time of nomination.

- v) **Lock-in Period:** The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.
- vi) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Allottee shall obtain prior permission of the Owners/Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners/Developer and the Allottee.
- vii) **Nomination Fees:** The Allottee shall pay a sum calculated @ Rs.100/- (Rupees One Hundred only) per sq. ft. plus GST/taxes as applicable at the time of such nomination on the chargeable area of the said Flat/unit including the chargeable area of the servant quarter, if any, as and by way of nomination fees to the Owners/Developer. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, or children of the Allottee. Any additional income tax liability that may become payable by the Owners/Developer due to nomination by the Allottee shall be compensated by the Allottee to the Owners/Promoter by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above and the Owners/Promoter reserves the right to allow/disallow such nomination.
- viii) **Future Contingency and Covenant of Allottee:** The Allottee agrees that these terms and conditions for sale and transfer of the said Flat/unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owners/Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owners/Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owners/Promoter in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owners/Promoter or the competent authority as and when called upon by the Owners/Promoter without any claim demand demur or protest.

**THE NINTH SCHEDULE ABOVE REFERRED TO :**

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

**A. ALLOTTEE'S COVENANTS:**

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

- i) **Allottee's Covenants:** The Allottee covenants with the Owners/Promoter (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:
- ii) **Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owners/Promoter to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Flat/unit. The Allottee further agrees and understands that the Owners/Developer(at its own cost and maintenance) shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owners/Promoter or its men and agents within the Project premises for accessing such signages and/or display boards.
- iii) **Allottee to mutate and pay rates & taxes:** The Allottee shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said Flat/unit (Date Of Conveyance) and pay the rates & taxes (proportionately for the Project and wholly for the said Flat/unit from the date of possession notice and until the said Flat/unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owners/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.
- iv) **Allottee to pay maintenance charge:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Owners/Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance

charge shall be subject to variation from time to time, at the sole discretion of the Owners/Promoter or Association (upon formation).

- v) **Charge / Lien:** The Owners/Promoter shall have first charge and/or lien over the said Flat/unit for all amounts due and payable by the Allottee to the Owners/Developer provided however, if the said Flat/unit is purchased with assistance of a financial institution, then such charge / lien of the Owners/Developer shall stand extinguished on the financial institution provided all dues payable to the Owners/Developer are cleared by the Allottee and/or such financial institution.
- vi) **No right of obstruction by Allottee:** All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by the authorities do not form part of the Common Areas within the meaning of this Agreement. Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land/unit or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land/unit and the Owners/Developers / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.
- vii) **Variable Nature of Land Share and Share In Common Areas:** The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Flat/unit bears to the total carpet area of all flat/units in the Project, (2) if the chargeable/saleable area of the Project is recomputed by the Owners/Promoter or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with

regard to various matters, as be determined by the Owners/Developer, in its absolute discretion.

**B. ALLOTTEE'S OBLIGATIONS :**

**The Allottee shall:**

- i) Co-operate in management and maintenance:**Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Land Owners/Developer/Association (upon formation), as applicable.
- ii) Observing Rules:** Observe the rules framed from time to time by the Land Owners/Developer/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- iii) Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Flat/unit from the date of possession, wholly for the Said Flat/unit and proportionately for the Common Areas, facilities and amenities.
- iv) Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Flat/unit only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Land Owners/Promoter or to other flat/unit/allottees. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Flat/unit is located save in the manner indicated by the Land Owners/Developer/Association (upon formation).
- v) Use of the Flat/unit:** Use the Flat/unit for residential purpose only. Under no circumstances shall the Allottee use or allow the Flat/unit to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Flat/unit to be used as a religious establishment, godown of any type, hotel, guesthouse, service flat/unit, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- vi) Maintenance of Flat/unit:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat/unit at the cost of the Allottee.
- vii) Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Flat/unit use only the common toilets and while so using, keep the common toilets clean and dry.

- viii) **Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.
- ix) **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Flat/unit including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Flat/unit.
- x) **No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Flat/unit and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Land Owners/Promoter and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Land Owners/Promoter and/or the Association shall be entitled to demolish the changes and restore the said Flat/unit at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- xi) **Fitting Air Conditioning unit:** Not to install any window/split air-conditioning units anywhere in the said Flat/unit other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other unit/flat/unit Owners or building. The developer will provide on payment of extra ac ledge charges (mandatory) the outdoor split AC ledge. The allottee/s or its nominee/tenant are not allowed to damage the outside wall of the building for fixing outdoor split AC .
- xii) **No Grills:** Not to install any box grill on the balcony or verandah/window or to obstruct any common area or entry or exit by putting goods or materials of any kind.
- xiii) **No Sub-Division:** Not to sub-divide the said Flat/unit and the Common Areas, under any circumstances.
- xiv) **No Change of Name:** Not to change / alter / modify the name of the Building that is mentioned in this Agreement herein before.
- xv) **No Nuisance and Disturbance:** Not to use the said Flat/unit or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Land Owners/Promoter or other occupants of the Building and/or the neighboring properties and not make or permit



to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- xvi) No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles, sofa, almirah, garbage, combustible materials etc. in the Common Areas including floor corridors and staircases or areas Immediately outside the main entrance of the said Flat/unit and areas under ground staircase, parking areas etc.
- xvii) No Obstruction to Land Owners/Developer/Association:** Not to obstruct the Owners/Developer/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Owners/Promoter in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- xviii) No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Flat/unit.
- xix) No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owners/Promoter / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- xx) No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- xxi) No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious, illegal, immoral or injurious activity in or through the said Flat/unit, the Car Parking Space, common areas including but not limited to acts of vandalism, putting up posters and graffiti.
- xxii) No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Flat/unit, the Common Areas, and the Building/Project.
- xxiii) No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Flat/unit/said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Flat/unit.
- xxiv) No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

- xxv) No Installing Generator:** Not to install or keep or run any personal generator in the said Flat/unit or any part of the Project.
- xxvi) No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Flat/unit/Project. in case of allottee not being present in their flat/unit for a considerable time then it's the duty of the allottee to close all water points so that no water is wasted.
- xxvii) No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Land Owners/Promoter or the Association.
- xxviii) No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The Allottee shall not be allowed to hang clothes outside the balcony .
- xxix) No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- xxx) No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
- xxxi) No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- xxxii) No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any Allottees or retained by the Land Owners/Developers in the Project.
- xxxiii) No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the service lifts(if any) and/or staircase of the Building.
- xxxiv)No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- xxxv) No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat/unit.
- xxxvi)Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Land Owners/Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- xxxvii)Not to be Identified Mechanical Car Parking:** The Owners /Developer at the request of the Allottee, may grant the right to use unidentified

(upper or lower) mechanical car parking for a particular system (identified) for which the Allottee is not entitled to raise any objection.

- xxxviii) Notification regarding Letting / Transfer:** The allottee can let out or transfer the said Flat/unit for residential purpose only and if the Allottee lets out or transfers then the Allottee shall immediately notify the Land Owners/Developer/Association (upon formation) and the local police station of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all up to date dues of the LandOwners/Promoter / Association (upon formation).
- xxxix) No Right in Other Areas:** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Flat/unit and the share in the Common Areas.
- xl) No Objection to further Construction on the Roof:** The ultimate roof of the building shall belong to and remain under the control and maintenance of the association but Land Owners/Promoter shall have the right to make construction on the said floor with necessary permission from concerned authorities. The Allottee shall have no objection to such construction on the ground of nuisance, inconveniences or otherwise provided that in making such construction if it is necessary to shift the water reservoir on the roof of the newly constructed floor, the Land Owners/Promoter shall ensure that there shall be no disruption of water supply at any stage of such construction. The flat/unit/units and accommodation in the newly constructed floor shall belong to the Owners/Promoter absolutely with right to dispose off the same and the Owners/Promoter thereof shall be entitled to proportionate share in the common areas and facilities mentioned in the **THIRD SCHEDULE** hereto and shall be proportionately liable for all taxes, costs, expenses and charges mentioned in the **SIXTH SCHEDULE** hereto. The Allottee shall be entitled to access/use the ultimate roof of the building for their use with the prior permission of the association.
- xli) Not to Alienate and/or let out the Car Parking :**The Allottee cannot under any circumstances alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or flat's tenant will be allowed to park their Cars at their Car Parking Space.

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

**SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED LAND OWNERS :**

(Constituted Attorney)

Please affix photograph and sign across the photograph
---

**SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED PROMOTER**

(Constituted Attorney)

Please affix photograph and sign across the photograph
---

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**ALLOTTEE:-** (including joint Owners)

(1)

(2)

Please affix  
photograph  
and sign across  
the photograph

Please affix  
photograph and  
sign across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :-

**WITNESSES:-**

1.

2.

**Note:**

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

**MEMO OF CONSIDERATION**

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

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

( Rupees ..... only ).

**SIGNED, SEALED AND DELIVERED**  
by the **PROMOTER /VENDOR** at Kolkata  
In the presence of :

1.

2.

SIGNATURE OF PROMOTER/VENDOR  
/ FIRST PART

SQUAREMARK HOMES PVT. LTD  
*Rajkamal Dutta*  
Director