

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____, 2023

BY AND BETWEEN

(1) (1) Gopal Dutt Seva Sadan, a Society registered under West Bengal Societies Registration Act,(PAN - AAATG5131C) having registered office at 50/1A, Hari Ghosh Street, Kolkata – 700 006 under P.S: Burtola and P.O. Beadon Street, represented by its duly authorized representative Sri Kalyan Mitra (Pan and Aadhar) (2) **Smt. Papia Basu** (PAN - ADGPB9921J) (Aadhaar No. 813480310586) wife of Sri Siddhartha Basu, by faith Hindu, by occupation Housewife residing at “SISIR NILOY” Flat No. 4A; 3rd Floor; 15, Hari Ghosh Street, P.S: Burtola; P.O. Beadon Street, Kolkata - 700 006, (3) **Smt. Sofia Mitra** having (PAN-AEAPM0173N) (Aadhaar No. 390629584832) wife of Sri Kalyan Mitra, by faith Hindu, by occupation Home Maker residing at Block BA - 74, Salt Lake City; P.S. Bidhannagar North; P.O : Bidhannagar CC Block, Sector – I; Kolkata – 700064, herein after jointly referred to as **Owner/Vendor**, (which expression shall unless excluded by or repugnant to the context hereof be

deemed to mean and include their legal heirs, executors, administrators, successor or successors in office and /or assigns) represented by their duly constituted attorney Surendra Kumar Karnani (PAN: AJYPK1604M) (Aadhaar: 614557779769) of the **FIRST PART**

AND

M/s. NOBLE ESTATES a partnership firm having (PAN No. AAPFN9969C) and its office at 5/3, Pankajini Chatterjee Road, P.S: Charu Market, P.O: Tollygunge, Kolkata-700033, having administrative office at 1/3A Rammoy Road, ground floor, Kolkata 700 025, represented by one of its partner **Mr. Surendra Kumar Karnani** having (PAN:AJYPK1604M) (Aadhaar No. 614557779769) son of Late Chand Ratan Karnani, residing at 70, P C Ghosh Road, P.O : Sreebhumi, P.S : Lake Town, Kolkata-700048, hereinafter referred to as **Promoter/Vendor** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include successor or successors in office and /or assigns) of the **SECOND PART**

AND

Mr.(AadhaarNo.) (PAN No.) son of ,aged about.....years, by faith Hindu, by occupation Doctor, Citizen of India residing at , and **Mrs.** (AadhaarNo.) (PAN No.) wife of.....,aged aboutyears, by faith Hindu, by occupation, Citizen of India residing at, hereinafter called the "**Allottee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

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

WHEREAS:

- A. The Owner herein are the absolute Owner of ALL THAT piece and parcel of revenue free land containing by measurement an area of 7 Cottahs, 5 Chittaks and 10 Sq. ft. more or less, however, on physical measurement found to be seven (7) Cottahs, three (3) Chittaks and ten (10) Sq. ft. Premises 94/1B Sri Aurobindo Sarani P.S. Burtola, under KMC Ward No.17, Kolkata-700006, more fully mentioned in the **Schedule-A** (Said Land). The details of Ownership of the 'Said Land' are more fully mentioned in the **Schedule-A1**.

- B. For the purpose of the development of the “Said Land”, the Owner and the Promoter have entered into a Development Agreement on 12.11.2021, duly registered at the office of the Additional Registrar of Assurances -IV, Kolkata recorded in Book No. – I, Volume No.1904-2021, Page from 690806 to 690860, being No.190414028 for the year 2021. The Owners have also granted a Power of Attorney in favour of the Promoter registered at the office of the Additional Registrar of Assurances - IV, Kolkata, as Book – I, Volume No.1904-2021, Page from 690861 to 690894, being No.190414056 for the year 2021, for undertaking development of the “Said Land” and also for authorizing to sell all the constructed areas/units in the proposed new building in terms of the above said Development Agreement.
- C. The “Said Land” is earmarked for the purpose of building pre-dominantly a residential housing project comprising multi-storied apartment buildings, car parking spaces and other constructed areas, and the said project shall be known as “**Amar Kunj**”.
- D. The Owner and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Owner and Promoter regarding the Said Land on which Project is to be constructed have been completed;
- E. The Promoter has duly intimated the Kolkata Municipal Corporation about commencement of construction of the project “**Amar Kunj**”.
- F. In terms of the above said Development Agreement, the Promoter on behalf of the Owner has obtained the sanctioned plan for the Project from the Kolkata Municipal Corporation vide Building Permit being No.2022020019 dated 10.08.2022.
- G. The Allottee had applied for an apartment in the ‘**Amar Kunj**’ vide an application dated 17.3.2023 and has been allotted One apartment hereinafter referred to as the “Apartment” more particularly described in **Schedule-A2** and the floor plan of the apartment is annexed hereto and marked as ‘**Annexure -A**’.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. 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.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner and Promoter hereby

agrees to sell and the Allottee hereby agrees to purchase the Apartment more fully mentioned in **Schedule-A2**.

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 Owner and Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment more fully and particularly mentioned in the **Schedule-A2**.
 - 1.2 The Total Price payable for the Apartment is more fully mentioned in the **Schedule-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 excludes Taxes (consisting of tax paid or payable by the Owner and Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.
- iv. The Total Price of Completed Apartment finished as per specifications more fully mentioned in **Schedule-D** includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas more fully mentioned in **Schedule-E**, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the

Apartment and the Project but it excludes Taxes, Maintenance charges, and Corpus fund.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("Payment Plan").
- 1.4 After the completion of the new building, the Promoter shall carry out a physical survey of the apartment, to ascertain and derive the actual built up area of the flat. It is agreed between the parties that in case of variation to the extent of maximum 5 Sq Feet in the built up area (more or less), in such event neither of the parties shall claim any amount for the same. In case the difference of the area is more than 5 Sq Feet, in such event the party shall be liable to pay or receive for such difference of area as per the booking rate of the Apartment.
- 1.5 Subject to Para 9.3 the Owner and Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in **Schedule-A2**:
 - i. The Allottee shall have exclusive Ownership of the Apartment;
 - ii. The Allottee shall also have right to use the Common Areas transferred to the association of Allottees. Since the share and/or 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, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees upon formation and registration of the same, and after obtaining the completion certificate from the competent authority. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - iii. The Allottee has the right to visit the project site to assess the extent of development of the project and his/her apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.6 It is made clear by the Owner and Promoter and the Allottee agrees that the Apartment along with car parking space allotted 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 underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.7 The Owner and Promoter agrees to pay all outgoings such as Property Tax, Electricity charges or any other outgoing in respect of the Said Land and/or the proposed new building before transferring and handing over the possession of the said Apartment to the allottee.
- 1.8 The Allottee has paid a lumpsum amount of Rs 10 Lakhs +5% GST thereon as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid 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 [*Schedule-C*] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/ she shall be liable to pay interest at the rate of SBI Prime Lending Rate + 2% per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement, Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata at its office (No Cash payments will be accepted under any circumstances).

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner and Promoter with such permission, approvals which would enable the Owner and Promoter to fulfill its obligations under this Agreement. In case of any violation the Allottee shall only be responsible and liable for any action by any authorities, and shall indemnify the owner and developer for the same.

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

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as mentioned herein for handing over the Apartment to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen and satisfied with the title of the Said Land, proposed layout plan of the Apartment, which has been approved by the competent authority, the proposed specifications, amenities and facilities in respect of the Apartment and the payment plan, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities.

7. **POSSESSION OF THE APARTMENT:**

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with completed common areas with all specifications, amenities and facilities of the project in place within 1st **December 2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the Promoter to continue with the construction work. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion 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 one month from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agree and undertake to indemnify the Allottee in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Owner and Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be from the date of the issuance of the completion certificate for the project. The Promoter shall hand over the photocopy of completion certificate of the project to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary 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 Para 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 Cancellation by Allottee- The Allottee shall have the right to cancel/ withdraw his allotment in the Project, 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 of the said flat.
- 7.5 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his/their business as a developer, 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 the Promoter in respect of the Apartment, with interest at the rate @ SBI Prime Lending Rate + 2% per annum within forty-five days of it becoming due;

Provided that if the Allottee does not intend to withdraw from the Project, the Owner and Promoter shall pay the Allottee interest at the rate @ SBI Prime Lending Rate + 2% per annum, for the delayed period till the handing over of the possession of the Apartment which shall be paid by the Owner and Promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND/OR PROMOTER:

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

- i. The Owner have absolute, clear and marketable title with respect to the said Land; Promoter has the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- v. All approvals, licenses and permits issued by the competent authorities 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 Owner and 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 till the date of handing over of the project to the association of Allottees;
- vi. The Owner and 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 Owner and Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Owner and Promoter confirms that they are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees once the same being formed and Registered;
- x. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- xi. 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 Land) has been received by or served upon the Owner and Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

Promoter fails to provide ready to move possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time. For the purpose of this Para 'ready to move possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed by and between the parties, and for which completion certificate, has been issued by the competent authority.

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. In case of delay being beyond the stipulated time as mentioned in Para 7.1 above, the Promoter shall be liable to pay interest @ SBI Prime Lending Rate + 2% p.a. to the Allottee on the total amount paid for the delayed period.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest @SBI Prime Lending Rate + 2% per annum to the Promoter on the unpaid amount for the delayed period.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money

paid by the Allottee by deducting the booking amount and the interest liabilities and thereafter this Agreement shall stand terminated, subject to compliance of clause 33.8.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per **Schedule-B** under the Agreement from the Allottee, shall execute a deed of sale drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas on or before handing over of possession to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges with the concerned authorities within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as more fully mentioned in clause 7.3 of this agreement.

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

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the project by the association of Allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 1 years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days.

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

The Allottee hereby agrees to purchase the said 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 In-charge (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 In-charge 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 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. UASGE:

Use of Service Areas: The service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material

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

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

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

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.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE 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 said Act.

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.

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.

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 TRANSFEREE:

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

25 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owner and Promoter through their duly authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the parties herein.

30 NOTICES:

That all notices to be served on the parties herein as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the parties herein 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 respective parties 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. GOVERNINGLAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996. The matter shall be referred to a mutually acceptable arbitrator, and the decision of the arbitrator shall be binding upon all the parties herein.

The additional terms and conditions mention hereunder are as agreed between the Owner, Promoter and the Allottee of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made there under.

34. ADDITIONAL TERMS AND CONDITIONS:

- 34.1 The Allottee prior to execution of the Deed of Sale, if intent to nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Owner and Promoter subject to payment of administrative charges to the Owner and Promoter @ 2% (two per cent) of the total transfer price or purchase price of Unit whichever is higher.
- 34.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owner and Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Owner and Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Owner and Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.3 Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area, and the Allottee shall not

have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed, the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent extensions/additions in the project to be constructed but it is hereby declared that so far as the present project or earlier completed building is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building.

34.4 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.5 The Promoter has informed and the Allottee is aware that upon obtaining completion certificate from the appropriate Authority the Promoter shall handover possession of the respective Units to the Allottee(s). That during such period of hand over, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee(s) in the said project/complex. However, the Promoter shall be responsible to complete such amenities and make them ready for occupation positively, prior to handing over of the project/complex to the Association of the Allottee(s).

34.6 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project. The Owner and Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

34.7 In the event of cancellation of allotment the balance amount of money paid by the Allottee (other than booking money, Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by

the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his/her own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

34.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

34.9 The Promoter has informed and the Allottee is aware that in the Project there are several kinds of car parking spaces such as covered / open to sky surface parking / dependent back to back parking facilities will be available in the Project. Therefore for better understanding, management and discipline amongst Allottees of the Project, the Promoter shall as per approved plan specifically mark /tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.

34.10 That if required by the Allottee and subject to permission under the law and accepted by the Architect and Structural Engineer of the Project, the promoter may allow some minor internal changes, if brought to the notice of the Promoter before the construction of internal walls inside the Apartment. However the Allottee shall pay for such addition/alteration additionally to the total consideration amount as agreed upon as per the reasonable estimation of such costs by the Promoter.

34.11 The Allottees knows that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Allottee shall not raise any claim against the Promoter within this limit.

Similarly the Allottees knows that, due to external cement plaster, the built up area of Apartment may increase maximum by 1% of the total built up area of the Apartment then as per sanctioned plan.

34.12 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34.13 The Allottee shall be liable to pay all Tax, impositions etc. in respect of the said Apartment from the date of issuance of Completion Certificate by the competent authority.

34.14 The Promoter shall take necessary steps for formation of an Association of Allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The Allottees of the project/complex shall compulsorily become member of the said Association. The Promoter shall handover the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto.

34.15 The cost of maintenance of Apartment will be paid /borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees, and thereafter to the association of Allottees. The Allottee shall before taking possession of the apartment pay @Rs.60/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance of the Apartment for the initial period of one year. The Allottee shall additionally pay @ Rs60/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. In case if Promoter is required/compelled to provide the maintenance services of the project beyond 1st year, in such case the promoter will be entitled to the administrative charges equivalent to 15% of overall annual maintenance expenses/charges.

- a. Establishment and all other capital and operational expenses of the Association.
- b. All charges and deposits for supplies of common utilities.
- c. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- d. All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- e. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.

- f. All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the project.
- g. Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee.
- h. Creation of sinking funds for replacement, renovation and other periodic expenses of equipment's.
- i. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- j. All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same

34.16 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartment Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (vi) negligent use. However the warranty /guarantee of all capital equipments, fitting and fixtures, shall be as per the same provided by the manufacturer/s or suppliers for the same. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it

shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

34.17 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "Amar Kunj" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.18 To be read with 7.3, a holding charge of Rs. 5,000/- per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking possession and in such an event; the Allottee will have to take possession of the same on as is what is basis.

34.19 To be read with 7.2, such Allottee shall continue to be liable to pay interest @ SBI Prime Lending Rate + 2% per annum on amount due and payable in terms of this agreement, maintenance charges as specified in Para 7.2, municipal tax and other outgoings.

34.20 That on and from the date of possession of the said Apartment, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project "**Amar Kunj**"
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including applicable GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i. to discontinue the supply of electricity to the "Said Apartment".

- ii. to disconnect the water supply
 - iii. not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv. to discontinue the facility of DG Power back-up
 - v. to discontinue the usage of all amenities and facilities provided in the said project "**Amar Kunj**" to the Allottee and his/her/their family members/guests.
 - vi. The Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- f. Use the said Apartment for residential purpose only.
- g. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars. In case the Allottee is provided facility of parking which is inter-dependent such as Back to Back parking with any other parking facility in the whole complex or any part thereof then the Allottee shall co-operate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- h. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- i. Not throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- k. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

- l. Not to place or cause to be placed any article or object in the common area.
- m. Not to injure, harm or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.
- n. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- o. Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- p. Not to slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owner and/or occupiers of the said project.
- q. Not to keep in the said Apartment any article or thing which is and/or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- r. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- s. Not to keep or harboured Bird or animal in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- t. Not to Change/alter/modify the name of the Project.
- u. Not to close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.

- v. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- w. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- x. Not to let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- y. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee.
- z. To ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

SCHEDULE-A
(SAID LAND)

ALL THAT the piece and parcel of land containing an area of about 7 Cottahs, 5 Chittaks and 10 Sq. ft. more or less, however, on physical measurement found to be seven (7) Cottahs, three (3) Chittaks and ten (10) Sq. ft. together with brick built structures situated thereon being premises No. 94/1B Sri Aurobindo Sarani Kolkata – 700 006 within the limits of the Kolkata Municipal Corporation Ward No.17, being Assessee No. 11-017-49-0052-8 and butted and bounded by in the manner as follows that is to say:-

ON THE SOUTH: By Sri Aurobindo Sarani

ON THE NORTH: By the portion of 54, Hari Ghosh Street, Kolkata 700006

ON THE EAST: By the portion of 54, Hari Ghosh Street, Kolkata 700006 now renamed and renumbered as premises no. 94/1C, Sri Aurobindo Sarani, Kolkata -700006

ON THE WEST: By the portion of 54, Hari Ghosh Street, Kolkata 700006 now renamed and renumbered as premises no. 94/1A, Sri Aurobindo Sarani, Kolkata -700006

SCHEDULE-A1
(DETAILS OF OWNERHIP)

WHEREAS:

- A. That originally one Sri Amarendra Nath Dutt, son of Gopal Dutt, Birendra Nath Dutt son of Amarendra Nath Dutt and Sri. Tara Prosanna Dey son of Late Kali Prosanna Dey, jointly as settlers created a trust by executing an unregistered deed of Trust dated 1st July 1965 in the name of 'Gopal Dutt Seva Sadan'.
- B. Accordingly said Sri Amarendra Nath Dutt, Birendra Nath Dutt and Tara Prosanna Dey were the Chairman, Honorary Secretary, and member respectively of the said Trust and it has been specifically provided in the said unregistered Trust Deed that the trustees shall have the power if they think fit to sale the movable and immovable property belong to the said Trust and moneys received there from shall be a part of the Trust. It is further been provided that the Trustees shall not be held liable for any loss of Trust property unless Trustees are found guilty of fraud or misappropriation. Further the Trustees were given the right and liabilities to grant leave or transfer the property of the Trust to any party or parties they consider proper and on such terms they will think right.
- C. Subsequently, by a registered deed, dated 21st January, 1976, one Provat Sircar son of Nirmal Chandra Sircar as Vendor and Smt. Sudhansu Bala Sircar as Confirming Party and said Gopal Dutt Seva Sadan, a society/trust jointly with Smt. Chitra Dutt, wife of Amarendra Nath Dutt as purchasers, purchased all that piece and parcel of land measuring seven (7) Cottahs five (5) Chittaks and ten (10) sq. ft. together with

partly two (2) and partly three (3) storied brick built building situated therein, being Municipal Premises No. 54, Hari Ghosh Street on valuable consideration and the said deed was duly registered before the Registrar of Assurance at Calcutta and recorded in Book No. I, Volume No. 52, Pages 113-124, Being No. 362 for the 1976.

- D. Subsequently, the said Premises No. 54, Hari Ghosh Street was renumbered as premises No. 94/1B, Aurobindo Sarani, Kolkata – 700 006.
- E. While seized and possessed of the said property jointly one of the Owners namely Smt. Chitra Dutt died after executing her last will and testament dated 22nd March, 2005, whereby she bequeath her right at Premises No. 54, Hari Ghosh Street, Kolkata – 700 006, to her two daughters namely Smt. Papia Basu and Smt. Sofia Mitra, absolutely and forever and appointed her eldest daughter Smt. Monika Ghosh, wife of Sri. R L Ghosh and her youngest daughter Smt. Mohua Mitra, wife of Sri Pradip Mitra as joint executrix of her last will and testament.
- F. The executrix named in the aforesaid WILL have duly obtained probate of the same from the Hon'ble High Court at Calcutta testamentary and intestate jurisdiction on 6th April 2005.
- G. It also appears from the record that both the beneficiaries named in the said WILL jointly with Gopal Dutt Seva Sadan had duly mutated their names in the record of the KMC and the said property was re-numbered as premises no. 94/1B, Aurobindo Sarani, Kolkata – 700 006
- H. , Ward No. 17.
- I. Accordingly, the said Gopal Dutt Seva Sadan, Smt. Papia Basu and Smt. Sofia Mitra are the present recorded joint owners in respect of the property and have marketable title thereof and are entitled to deal with the same as absolute joint owners.

SCHEDULE-A2
(APARTMENT)

ALL THAT the Residential Apartment (under construction), being No., on the.....,

total measuring sq. ft. built-up area (more or less) with facility to park One medium size road worthy passenger car in the allotted covered car parking space, together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-E**, of the said new building "**Amar Kunj**" at Premises no. 94/1B Sri Aurobindo Sarani under KMC Ward No.17 Kolkata-700006.

SCHEDULE-B
(TOTAL PRICE)

1. Total price for the Apartment including facility to park one Passenger Car

Rs /-

Total Price

Rs /-

(Rupees:

SCHEDULE-C
(PAYMENT PLAN)

PAYMENT SCHEDULE		
Sl. No.	CONSTRUCTION MILESTONE	PERCENTAGE OF TOTAL PRICE
1	On Application	10 Lakhs
2	within 30 days of booking upon execution of agreement for sale	20% (less advance)
3	On completion of piling	10%
4	On completion of 1 st floor casting	7.5%
5	On completion of 2 nd floor casting	7.5%
6	On completion of 3 rd floor casting	7.5%
7	On completion of 4 th floor casting	7.5%
8	On completion of block work unit	10%
9	On completion of inside plaster	10%
10	On completion on flooring work of unit	10%
10	On Possession	10% + Advance Maintenance Deposit & Sinking Fund

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

The Promoter has clarified and the Allottee has agreed that after booking of an Apartment, the Allottee shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement.

SCHEDULE-D
(SPECIFICATIONS, AMENITIES & FACILITIES)

Building/Structures	RCC Super structure with AAC block walls
Anti-Termite Treatment	A proper and in scientific manner anti termite treatment from foundation up to ground level.
Walls & Ceilings	All walls, internal and external with good quality clay or AEC block, of 8", 5" and 3" as may be required and suggested by the Architect with cement plaster of requisite thickness. Ceiling and walls shall be provided with Putty or Gypsum Plaster. The exterior wall of the building shall be painted with good quality of weather proof paint.
Windows	Aluminium powder coated window with glass panes as per the elevation, designed by the Architect.
Doors & Frame	a) Wooden frame with both sides commercial flush door. b) Main gate of the flat / unit shall be of good quality designer panel door including the required hardware fittings.
Kitchen	Good Quality Matt Finished Vitrified Tiles flooring and Granite cooking table top with stainless steel sink etc. and dado up to 2 feet with ceramic tiles in the walls.
Toilets	Good Quality Anti-skid vitrified tiles in flooring and good quality designer ceramic tiles up to 7 feet height with number one quality UPVC/G.I. pipe for hot and cold water lines. All toilets will be provided with good quality CP and sanitary fittings of reputed brand.
Flooring & Skirting	Vitrified tiles in all other areas with 4" skirting all around.
Electricity	Concealed copper wiring , with sufficient electrical points and sockets as may be required and suggested by the Architect including the TV, Cable, Intercom and Telephone points inside the flat/ unit and in the common area of the building.
Water Arrangement	From underground reservoir tank by pump to overhead reservoirs for continuous water supply.
Exterior Paint	Weather proof exterior paint of reputed brand.

Roof Finish	After proper water proofing treatment, the roof tiles shall be provided in the roof.
Boundary wall & light	The entire area of the Premises will be butted and bounded by boundary of 6 feet height, with plaster and water proof paint and also the designer main gate as may be suggested by the Architect.
Lift	Lift of required capacity as may be suggested by the Architect, of reputed company like Otis, KONE, Schindler or equivalent.

**SCHEDULE-E
(COMMON AREAS, AMENITIES & FACILITIES)**

1. Driveway
2. Entrance lobby
3. Lift, staircase lobby and other common areas
4. Electrical Meter room
5. Overhead Water Tank
6. Underground Water Reservoir
7. Staircase Overhead
8. Lift and its installation.
9. Lift Machine Room.
10. Electrical installations
11. Intercom
12. Water distribution pipes all around the building.
13. Drainage & sewage lines.
14. Surveillance facility with CCTV on ground floor common areas
15. Sufficient project illumination through compound and street lighting inside the building
16. Energy efficient LED lightning in common areas
17. "Said Land" under the premises.

IN WITNESS WHERE OF 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 AND DELIVERED BY THE
WITHIN NAME OF OWNER:

Signature:

Affix Photograph
and Sign Across

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN
NAME OF PROMOTER:

Signature:

Affix Photograph
and Sign Across

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN
NAME OF ALLOTTEE: (including joint buyers)

(1) Signature:

Affix Photograph
and Sign Across

Name:

Address:

(2) Signature:

Affix Photograph
and Sign Across

Name:

Address:

At on / in the presence of:
WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

Annexure

Plan