

THIS SALE AGREEMENT is made this day of 202...

BETWEEN

1. **MANGALBELA REAL ESTATES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAHCM8777E);
2. **ROSELIFE CONSTRUCTIONS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAGCR3646C);
3. **LIVEWIRE INFRABUILD PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCL4627P);
4. **SOUJY PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9585B);
5. **DAILYVIEW PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6160B);
6. **FORWARD INFRABUILD PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCF1716F);
7. **PARMARTH PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAHCP1202B);

MANGALBELA REAL ESTATES PVT LTD


Authorized Signatory / Director

8. **WILLPOWER REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AABCW3732H);
9. **AANIYA INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5339E);
10. **KAILASHDHAM INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1295B);
11. **DHANASETH NIRMAN PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6159L);
12. **OVERSURE INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AABCO8229R);
13. **GOPIKA INFRATECH PRIVATE LIMITED** (having income Tax Permanent Account no. AAFCG1523Q);
14. **SAMEEKSHA CONSTRUCTIONS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9593H);
15. **LINKLIFE REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCL4628C);
16. **JHILMIL APPARTMENT PRIVATE LIMITED** (having Income Tax Permanent Account no. AADCJ0805A);
17. **MANGALNAYAK REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAICM5607L);
18. **FUTUREGROW PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCF1798B);
19. **ANSUYA PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5116F);
20. **KAILASHDHAM REALTORS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1371G);
21. **KALASHSIDHI REALCON PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1370H);
22. **DHANKAMAL PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6232C);
23. **BLUESNOW INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCB4606F);
24. **AKSHARVANI NIRMAN PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5750D);
25. **SPLASH PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9597D);
26. **MUCHMORE REALTIES PRIVATE LIMITED** (having income Tax Permanent Account no. AAICM5682K);

27. SHIVPARIWAR INFRATECH PRIVATE LIMITED (having Income Tax Permanent Account no. AASC59598N);

28. DAILYVIEW PROPERTIES PRIVATE LIMITED (having Income Tax Permanent Account no. AAECD6158M);

29. ANIRON CONSTRUCTIONS PRIVATE LIMITED (having Income Tax Permanent Account no. AALCA5628G);

30. RATANSIDHI PROJECTS PRIVATE LIMITED (having Income Tax Permanent Account no. AAGCR3645B);

31. VINAMRA NIRMAN PRIVATE LIMITED (having Income Tax Permanent Account no. AAECV4185E);

32. RUDRAKASH INFRABUILD PRIVATE LIMITED (having Income Tax Permanent Account no. AAGCR3647D);

33. FUTUREGROW CONSTRUCTIONS PRIVATE LIMITED (having Income Tax Permanent Account no. AACCF1715G);

all being companies incorporated under the Companies Act, 1956 and all having their respective registered offices at 1447/1, Madurdaha Road, Kolkata-700107, P.S Anandapur and represented by their common authorized signatory Sri Jay Prakash Agarwal (having Income Tax PAN No ACLPA7187K and Aadhar no. 6872 6420 6043) son of Hari Prasad Agarwal of 51/6, Rabindra Sarani, Liluah, Howrah - 711204 P.O. Liluah P.S Liluah hereinafter referred to as "the PROMOTERS" (which expression shall unless repugnant to the context mean and include their respective successors, representatives and assigns) of the **ONE PART**

AND

..... hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

DEFINITIONS:

In this Agreement the following expressions unless repugnant to the context shall have the meaning assigned thereto :

- I. "Association" means the association of all the Allottees of the apartments in the Building Complex and shall mean the Maintenance Agent until formation of such association.
- II. "Apartment" means the residential flat in the Second Phase of the Building Complex allotted to the Allottee and more fully described in the Part-I of the Second Schedule hereunder.

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Jay Prakash Agarwal
Authorized Signatory

III. "Architect" means M/s. Raj Agarwal & Associates or such other person or persons whom the Lead Vendor may appoint from time to time as the architect of the Second Phase of the Building Complex.

IV. "the Act" means the Real Estate (Regulation and Development) Act, 2016.

V. "Building Complex" means the Building Complex known as **Atri Green Valley** comprising of First Phase containing Blocks of Buildings constructed on the First Phase Land and Second Phase (Part-I) containing Eight Blocks of Buildings out of which Six Blocks of Building are being completed and received Completion Certificate from the competent authority and the other Two Blocks of building are under construction on the Second Phase Land or the said Land and the Second Phase (Part-II) containing three Blocks of Buildings now being constructed on the Second Phase Land.

VI. "the Building" means the building block comprised in the Building Complex wherein the Apartment is located.

VII. "Built up Area" means the covered area measured at the floor level in an apartment taking the external dimensions of the apartments including the covered area of balconies / verandahs. Provided however in case of the walls separating one flat from the other 50% of such wall area shall be taken into account.

VIII. "Co-allottees" or Co-owners" or "Co-purchasers" means the allottees or owners or purchasers of other apartments in the Building Complex.

IX. "Common Areas and Installations" means the said Land or the Second Phase Land and more fully described in the First Schedule hereunder as also the entrance, passages, driveways, staircase, roof, lift, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump, motor, water connection, drainage connection etc. comprised in the Building Complex meant for common use and enjoyment by the Allottee along with the Co-allottees and more fully described in the Part - I of the Fourth Schedule hereunder.

X. "Carpet Area" means the net usable floor area of the Apartment excluding the area covered by external walls, areas under the service shafts, exclusive balcony or verandah area and the exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.

XI. "Common Expenses" means all costs, charges and expenses required for upkeep and maintenance of all the Common Areas and Installations, Common Easements and Common Services in the Building Complex and more fully described in the Seventh Schedule hereunder.

XII. "the Commencement Date" means the date of this Agreement.

XIII. "Deposits" means advance maintenance charges, contribution on account of Sinking Fund etc., payable by the Allottee and more fully stated in Part II of the Fifth Schedule hereunder.

XIV. "Driveway" means the road and/or driveway having an average width of 10 meters more or less passing through the said First Phase Land and connecting the Second Phase Land with the municipal road and more fully described in the Easement Agreement.

XV. "Entire Land" means the said Land described in the First Schedule hereunder together with the First Phase Land.

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XVI. "Easement Agreement" means the Agreement dated 2 April 2014 made between the First Phase Promoters and therein referred to as the owners of the one part and the Promoters herein and therein referred to as the grantee of the other part and duly registered in the office of the District Sub Registrar-IV South 24-Parganas, Alipore in Book no. 1, CD Volume no. 14 at pages from 2820 to 2840 and being Deed no. 2573 for the year 2014 whereby and whereunder the First Phase Promoters in recognition of the right of passage of the Promoters from the said Land to the municipal road through the First Phase Land granted a right to the Promoters to have access to and from the said Land to the municipal road with or without vehicle from the Driveway passing through the First Phase Land and on the terms and conditions therein stated.

XVII. "First Phase Promoters" means Jasmine Commtrade Private Limited and its twenty associates who have jointly developed the First Phase Land.

XVIII. "First Phase Land" means ALL THAT pieces or parcels of land measuring 279 decimals more or less and comprised in L.R. Dag nos.505, 506, 582, 583, 584, 586, 587, 588, 589 and 590 L.R. Khatian No. 2853/1, 2854/1, 2855/1, 2856/1, 2857/1, 2858 to 2872 and 3031 J.L No.71, Mouja - Jagaddal, Holding no.456, Dwarir Road, Kolkata-700151,PS Sonarpur South 24-Parganas under RajpurSonarpur Municipality.

XIX. "First Phase" means that part of the Building Complex which has been constructed by the First Phase Promoters on the First Phase Land.

XX. "Facilities and Amenities" means the facilities and amenities other than the Common Areas and Installations to be provided in the Building Complex which shall be enjoyed by the Allottee along with the Co-allottees and more fully described in the Part II of the Fourth Schedule hereunder.

XXI. "the said Land" or the Second Phase Land" means ALL THAT pieces or parcels of land measuring 297 decimals more or less and comprised in L.R. Dag nos. 507, 510, 511, 512, 513, 514, 518, 519, 521, 522, 523, 524, 527, 528, 529, 530, 531, 532 and 585, J.L No.71, Mouja - Jagaddal, Holding no.1499, Dwarir Road, Kolkata - 700151, P S Sonarpur, South 24-Parganas under RajpurSonarpur Municipality and more fully described in the First Schedule hereunder.

XXII. "Maintenance Agent" means Jasmine Commtrade Private Limited being the lead First Phase Owner or such other person or agency or association as may be formed or appointed by the Maintenance Agent for providing maintenance services in the Building Complex.

XXIII. "Maintenance Services" means the services to be rendered or provided by the Maintenance Agent or the Association as the case may be for maintenance of the Common Areas and Installations as well as Facilities and Amenities in the Building Complex.

XXIV. "Parking Space" means the open/covered space at the ground level of the Building Complex and reserved for the Purchaser for parking a car/scooter and more fully described in Part-II of the Second Schedule hereunder.

XXV. "Principal Maintenance Agreement" means the Agreement dated 16 April 2015 entered into by and between the First Phase Promoters and the Promoters for maintenance of the Building Complex by the Maintenance Agent.

XXVI. "Proportionate Share" in respect of the undivided interest in the Common Areas means the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments comprised in the Second Phase of the Building Complex and in respect of the Common Expenses or the maintenance expenses means the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Building Complex.

XXVII "Proportionate Expenses" means the Proportionate Share of the Common Expenses.

XXVIII. "Project" means the Housing Project known as **Atri Green Valley Phase 2** being developed by the Promoters on the said Land described in the First Schedule hereunder.

XXIX. "Possession Date" means the date on which the Purchaser is deemed to have or has taken possession of the Apartment as stated in Clauses 7.1 and 7.3 hereunder.

XXX. "Rules" means West Bengal Real Estate (Regulation and Development) Rules, 2021.

XXXI. "Regulations" means the Regulations made under the Act.

XXXII "Second Phase" means that part of the Building Complex which shall stand and / or stands on the Second Phase Land and comprising of Second Phase (Part-I) and Second Phase (Part-II) which is now being constructed and developed by the promoter.

XXXIII. "Second Phase (Part-I)" means a part of the second phase of the Building Complex comprising of eight blocks of buildings out of which six block of buildings of Ground plus Four storeys has been completed and received Completion Certificate from the Competent Authority and the remaining two block of Buildings of Ground plus Seven storeys is now being constructed and developed by the Promoters on the Second Phase Land.

XXXIV. "Second Phase (Part-II)" means the remaining portion of the Second Phase of the Building Complex comprising of three Buildings of Ground plus Seven storeys being now constructed and developed by the Promoters.

XXXV. "Super Built Area of the Flat" means the Built up Area of the Apartment together with the proportionate share in the areas covered by the Common Areas and Installations.

XXXVI. "Sanctioned Plan" means the Plan sanctioned by Rajpur-Sonarpur Municipality vide Plan Sanction no.887/CB/25/86 dated 17 July 2014 as revised by subsequent sanction plan no. 184/REV/CB/25/02 dated 01 November 2017 again revised by subsequent sanction plan no. 244/REV/CB/25/05 dated 26 December 2019 includes any subsequent alteration or modification in such plan as may be sanctioned by the said Municipality or any other competent authority.

XXXVII. "Section" means a Section of the Act.

XXXVIII. "Total Price" means the price and/or consideration, excluding deposits and extras payable by the Allottee to the Promoters for purchasing the Unit and stated in Clause 1.2 and the Fifth Schedule hereunder.

XXXIX. "Terrace" means balcony, verandah and open terrace and reserved for exclusive use of the Apartment.

XL. "Unit" means the Apartment more fully described in the Part-I Second Schedule hereunder together with exclusive balcony/verandah/open terrace if any, attached thereto and the Parking Space if any, described in Part II of the Second Schedule hereunder and also together with indivisible proportionate share in the Common Areas and Installations in the Second Phase of the Building Complex.

XLI. Any singular expression used herein shall include plural and vice versa.

XLII. Words importing masculine gender includes neutral or feminine gender and vice versa.

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 J.P. [Signature]
 Authority Secretary / Director

XLIII. Reference to any statute include all amendments or reenactments of such statute and all rules and regulations framed thereunder.

WHEREAS

A. By a Sale Deed dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9115 for the year 2013 the Promoters purchased and acquired land measuring 21 decimals comprised in Touji no.15, J L no.71, Landlord L R Khatian no. 72 in Mouja.Jagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from Sambhu Nath Ghosh and six others :

Sl. no.	R S Dag	L R Dag	Area in decimals
1.	504	518	7
2.	569	585	14
TOTAL			21

B. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no.9116 for the year 2013 the Promoters purchased and acquired land measuring 182 decimals comprised in Touji no. 15, J L no. 71, Landlord L R Khatian no. 72 in Mouja.Jagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the under mentioned R S Dag/L R Dag from Amarendra Nath Ghosh.

Sl. no.	R S Dag	L R Dag	Area in decimals
1	493	507	18
2	497	511	20
3	498	512	8
4	500	514	9
5	504	518	14
6	509	523	4
7	510	524	12
8	512	527	14
9	513	528	29
10	514	529	12
11	516	531	24
12	499	513	2
13	509	523	2

14.	510	524	6
15.	517	532	8
		Total	<u>162</u>

C. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9117 for the year 2013 the Promoters purchased and acquired land measuring 47 decimals comprised in Touji no.15, J L no. 71, Landlord L R Khatian no. 72 in Mouja-Jagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from Ashok Kumar Ghosh.

Sl. no.	R S Dag	L R Dag	Area in decimals
1.	496	510	28
2.	505	519	12
3.	507	521	2
4.	508	522	2
5.	515	530	3
		TOTAL	<u>47 decimals</u>

D. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9118 for the year 2013 the Promoters purchased and acquired land measuring 47 decimals comprised in Touji no.15, J L no. 71, Landlord L R Khatian no. 72 in Mouja-Jagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the under mentioned R S Dag/L R Dag from Swqapan Kumar Ghosh.

Sl.no.	R S Dag	L R Dag	Area in decimals
1.	496	510	28
2.	505	519	12
3.	507	521	2
4.	508	522	2
5.	515	530	3
		TOTAL	<u>47 decimals</u>

E. By reason of abovementioned purchases, the Promoters became joint owners of the said Land measuring 297 decimals in Mouja Jagaddal, South 24-Parganas under Rajpur-Sonarpur Municipality and more fully described in the First Schedule hereunder.

F. The Promoters have got the said Land mutated in their name in the LR Record of Rights and converted the user of the said Land to Bastu (Commercial) under Section 4C of the West Bengal Land Reforms Act, 1955.

G. The remaining Promoters for convenience have duly authorized M/s. Mangalbela Real Estates Pvt. Ltd., the first Promoter to represent them in all matters relating to development, construction and marketing of the Second Phase of the Building Complex accordingly the first Promoter shall be the Lead Promoter and the remaining Promoters shall be bound by all acts of the Lead Promoter.

H. Atri Group has been developing a residential Project known as Atri Green Valley in two phases being First Phase and the Second Phase at Dwarir Road, P S Sonarpur, South 24-Parganas and has completed construction of the First Phase and construction of the Second Phase is in progress. The First Phase comprises of 08 Blocks of residential Buildings and the Second Phase comprises of 11 Blocks of residential Buildings.

I. The First Phase Land was purchased and acquired in the names of Jasmine Commtrade Private Limited and its twenty associates and the Second Phase Land or the said Land has been purchased and acquired by the Promoters and the Promoters and their assigns have a perpetual right to use the Driveway passing through the First Phase and such right is recorded in the registered Easement Agreement.

J. For the purpose of maintenance of the common Driveway as also Facilities and Amenities which are to be shared by the apartment owners of both the phases a principal Maintenance Agreement dated 18 April 2015 has been executed by and between the First Phase Promoters and the Promoters herein for maintenance of the entire Building Complex by Jasmine Commtrade Private Limited being the lead First Phase Promoter until formation of a common association of both the Phases.

K. By a Sanction Plan no.887/CB/25/86 dated 17 July 2014 as revised by subsequent building plan sanction no.184/REV/CB/25/02 dated 01 November 2017 again revised by subsequent sanction plan no. 244/REV/CB/25/05 dated 26 December 2019 by Rajpur Sonarpur Municipality sanctioned the Plan and the Lead Promoter commenced construction of the Second Phase of the Building Complex on the said Land.

L. The Promoters have obtained the final layout Plan, Sanctioned Plan specification and approvals for the Project from Rajpur - Sonarpur Municipality. The Promoters agree and undertake that they shall not make any changes to the Sanctioned Plan except in strict compliance with Section 14 of the Act and other applicable laws.

M. The Promoters have registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on under Registration no.....

N. The Promoters for the purpose of construction of the incomplete Part in the Second Phase (Part -I) which includes Two Block of Buildings and entire Second Phase (Part-II),approached LIC Housing Finance Limited (hereinafter referred to as 'LICHFL') for grant of construction loan to the Lead Promoter and pursuant thereto LICHFL by a letter dated 21st March 2022 sanctioned a loan in favour of the Lead Promoter for construction of the incomplete Part in the Second Phase (Part – I) and

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the entire Second Phase (Part-II) subject to the Promoters creating a registered mortgage over the Project Land and structures in favour of the Security Trustee nominated by LICHFL. Moreover LICHFL either by itself or through the Security Trustee at their sole discretion agree to grant NOC to the Promoters for selling any unit comprised in the said Project subject to the Customer/Allottee making payment of all instalments of the purchase consideration into a Designated Escrow Account during subsistence of such mortgage and upon issuance of such NOC, LICHFL and/or the Security Trustee would have a negative lien over such unit, that is to say, the charge of LICHFL and/or the Security Trustee over such unit would stand released.

O. Thereafter, by an indenture of Mortgage (without possession) dated 9th day of April 2022 and duly registered in the office of the Additional Registrar of Assurances-IV Kolkata in Book no. 1 and being Deed no. 190406437 for the year 2022 the Promoters created a mortgage over All That pieces or parcels of land measuring 82 (eighty-two) cottahs 11 (eleven) chittacks and 20 (twenty) square feet equivalent to 136.74 decimals comprised in the said Land being that part of the Second Phase Land on which the incomplete Part of Second Phase (Part-I) which includes two block of Buildings and the entire Second Phase (Part-II) of the Project is being constructed in favour of Universal Trusteeship Services Limited being the Security Trustee nominated by LICHFL.

P. The Promoters for the purpose of selling the said Unit to the Allottee requested the Security Trustee to issue its NOC acknowledging negative lien and/or release of charge over the said Unit and onthe Promoters have received the requisite NOC from the Security Trustee for sale of the said Unit to the Allottee subject to the condition that the Allottee shall make payment of all amounts payable by him under the Sale Agreement to the Designated Escrow Account.

Q. The Allottee had applied for an apartment in the Project vide Application dated and has been allotted Apartment no. having super built up area of square feet, and carpet area of square feet more or less along with an attached balcony having carpet area square feet, more or less on floor in Block/Building no. as per Sanctioned Plan (Block no. as per Brochure) along with Car Parking Space at the ground level and prorate share in the Common Areas as defined in Clause (m) of Section 2 of the Act and hereinafter referred to as "the Apartment" and more fully described in the Second Schedule hereunder and the Floor Plan of the Apartment is annexed hereto and marked as Annexure "A".

R. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

T. 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;

U. The parties relying on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters hereby agree to sell and the Allottee hereby agree to purchase the Apartment and right to use of the open/covered parking (if applicable) as specified in Para R above ;

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

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 S. P. A.
 Authorized Signatory / Director

1) TERMS

1.1. SUBJECT TO the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para R above and more fully described in the Second Schedule hereunder.

1.2. The Total Price for the Apartment based on the carpet area is Rs. (Rupees **only**) ("Total Price") which includes cost of the Apartment, cost of exclusive balcony or verandah area, or exclusive open terrace areas, if any, Parking space if any, proportionate cost of common area, taxes, which excludes extras and deposits and breakup of the Total Price is stated in the Fifth Schedule hereunder.

Explanation:

- I. The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the Apartment and shall be payable by the Allottee to the Promoters as stated in the Payment Schedule stated in the Sixth Schedule hereunder.
- II. The Total Price above includes Taxes consisting of tax paid or payable by the Promoters by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters up to the date of handing over the possession of the Apartment to the Allottee after obtaining the Occupancy and/or Completion Certificate subject to Clause 11 hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoters upto a maximum period of three months after the Occupancy Completion Certificate which shall be included in the Total Price.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- III. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in sub-clause I above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, finishing with paint, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, maintenance charges for three months from the date of Occupancy and/or Completion Certificate and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but does not include the Deposits.
- V. **SPECIFICATIONS**-The tentative specifications for constructions of the Project is set out in the Third Schedule hereunder. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoters, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoters shall

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within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 3% of the Carpet area of the Apartment, allotted to Allottee, the Promoters shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Fifth Schedule hereunder. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.1 of this Agreement.

1.8. Subject to Clause 9.3 hereunder the Promoters agree and acknowledge that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate variable share in the Common Areas and Installations. Since the share / interest of Allottee in the Common Areas and Installations is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Installations along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Subject to clause 11 hereunder the Promoters shall hand over the Common Areas to the Association of Allottees after duly obtaining the Occupancy and/or Completion Certificate from the Competent Authority as provided in the Act. 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. Subject to Clause 11 hereunder the Promoters shall convey undivided proportionate title in the Common Areas to the association of Allottees as provided in the Act and the Proportionate share of the Allottee in the land and also in the common areas will always be variable and indivisible.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.

1.9. It is made clear by the Promoters and the Allottee agrees that the Apartment along with garage/covered parking (dependent/independent) shall be treated as a single indivisible unit for all purposes. It is agreed that the Building Complex or the entire Project is an independent, self-contained project covering the said Land and the First Phase 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 except extension of the same Project in its vicinity or otherwise on adjacent future land except for the purpose of integration of infrastructure and facilities 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 entire Project or the Building Complex.

1.10. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project and/or the Building Complex shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the WEST BENGAL APARTMENT OWNERSHIP ACT 1972.

1.11. The Promoters agree to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which they have collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are

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 J.P. [Signature]
 Director / Director

ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the Third Schedule hereunder.

- VI. **FACILITIES & AMENITIES**: The Promoters shall provide the Facilities and Amenities for the use and enjoyment of the Allottee. The description of the tentative Facilities and Amenities are set out in the Part II of the Fourth Schedule hereunder.
- VIII The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after expiry of the scheduled date of completion of the Project as per registration with the competent authority which shall include extension of registration, if any, granted to the Project by the competent authority as per the Act, the same shall not be charged from the Allottee.

In case WBSEDCL and/or WBSEB decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in Sixth Schedule hereunder.

1.5. The Promoters may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% (___ per cent) 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 Promoters.

1.6. It is agreed that the Promoters shall not make any additions and alteration in the Sanctioned Plans, layout plans of Second Phase/Project and Specifications and the nature of fixtures, fittings and Facilities and Amenities described in the Third and Fourth Schedule hereunder in respect of the Apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoters may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee

related to the project). If the Promoters fail to pay all or any of the outgoings collected by them from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12. 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 Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan set out in the Sixth Schedule hereunder as may be demanded by the Promoter and within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules or at the prime lending rate of the State Bank of India plus two per cent per annum whichever is higher.

1.13. Besides the Total Price of the Apartment as stated in the Fifth Schedule hereunder the Allottee shall also pay maintenance deposits and other charges in the manner stated in part II and III of the Fifth Schedule hereunder.

2. MODE OF PAYMENT

2.1. Subject to the terms of the Agreement and the Promoters 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 set out in the Fifth Schedule hereunder through A/C Payee cheque /demand draft or online payment (as applicable) in favour of the Lead Promoter, Mangalbela Real Estates Private Limited payable at Kolkata. The Promoters have obtained construction finance from LIC Housing Finance Limited for execution of the Project and consequently all receivables from the Allottee shall be deposited in the Escrow Account described in Clause 2.3 hereunder.

2.2. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the 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 Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the 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.

2.3. So long the mortgage created by the Promoters in favour of the Security Trustee continues to remain operative, the Allottee shall make payment of all the amounts payable by him under the instant Sale Agreement to the following Designated Escrow Account:-

(a) Name of the Bank Account	: Mangalbela Real Estates Pvt Ltd
(b) Account no:	: 129305002337
(c) Bank's name	: ICICI Bank Limited
(d) Branch name	: AJC Bose Road Branch,
(e) Address of the Branch	: 8, AJC Bose Road
	: Kolkata-700017 ;
(f) IFSC Code	: ICIC0001293

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

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

3.2 The Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoters 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 as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any other manner.

5. TIME IS ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee after receiving the occupancy certificate and or the completion certificate as the case may be. If the Promoters at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prime lending rate of the State Bank of India plus two per cent per annum.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan contained in the Sixth Schedule hereunder.

In the event any cheque / draft submitted by the Allottee is returned unpaid, the Allottee shall have to pay, alongwith the unpaid amount, an additional amount of Rs.500/- (Rupees Five Hundred) only.

In case payment is made by any third party on behalf of Allottee, the Promoters will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoters shall issue the payment receipts in the name of the Allottee only.

6. CONSTRUCTION OF THE PROJECT / APARTMENT

- 6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities, along with this Agreement which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Corporation Act, 2006 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 Promoters shall constitute a material breach of the Agreement.
- 6.2. The Promoters have got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s)

7. POSSESSION OF THE APARTMENT/ PLOT

7.1 **Schedule for possession of the said Apartment:** The Promoters agree and understand that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoters based on the approved plans and specifications, assures to hand over possession of the Apartment on or before **(September, 2023)** unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or, order, rule, notification of the Government and/or other public or competent authority/court and/or 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 Promoters 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. Promoters will be entitled to give block-wise possession upon obtaining the Completion Certificate of a building block irrespective of the fact that construction of other Blocks and/or provision of facilities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 The right of the Allottee shall remain restricted to the 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 or Complex, save and except the Common Areas and Installations.

7.3 **Procedure for taking possession-** The Promoters upon obtaining the Occupancy and/or 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 2 (two) months from

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the date of issue of such occupancy and/or Completion Certificate and the Promoters shall give and the Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Maintenance Agent/association of allottees, as the case may be.

7.4. After ninety days from the date of Occupancy and/or Completion Certificate the Allottee shall be liable to bear and pay proportionate share of the Common Expenses described in the Seventh Schedule hereunder.

7.5 Failure of Allottee to take the possession of Apartment:

Upon receiving a written intimation from the Promoters as per clause 7.3, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.3, such Allottee shall continue to be liable to pay Common Expenses and/or maintenance charges.

7.6. **Possession by the Allottee-**After obtaining the Occupancy and/or Completion Certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas of the Project including entire land of the Project, to the association of the allottees or the competent authority, as the case may be, as per the local laws. Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas to the association of allottees or the Competent Authority, as the case may be.

7.7. **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 Promoters, the Promoters herein are entitled to forfeit the booking amount paid for the allotment or 10% of the consideration whichever is higher. The balance amount of money paid by the Allottee after the aforesaid deductions shall be returned by the promoter to the Allottee within 45 days of such cancellation upon the Allottee surrendering the original of this Agreement to the Promoters.

7.8 Compensation-

7.8.1 The Promoters 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 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.

7.8.2 Except for occurrence of a Force Majeure event, if the Promoters fail to complete or are 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

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in the Rules within 45 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 Promoters 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.

7.8.3 If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s).

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

7.8.5 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the instalment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoters complete a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of instalments shall always be essence of the agreement and upon the failure of the Allottee to pay the instalments on time as per the prescribed payment schedule, the Promoters will become entitled to terminate the allotment. Conversely if the Promoters do not deliver on time, the Promoters will be liable to be penalised as described in Clauses 7.8.1 and 7.8.2 above.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- (i) There are no litigations affecting the said Land at present. The Promoters have 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 Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Promoters have 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 the Common Areas.
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoters have not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with

respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of allottee under this Agreement;

- (viii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in any manner contemplated in this Agreement;
- (ix) The Promoters shall complete construction of the Project and obtain occupancy and/or completion certificate within the time schedule for completing the Project and deliver quiet, vacant and peaceful possession of the Apartment to the Allottee;
- (x) The said Land is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and no minor has any right, title and claim over the said Land;
- (xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till completion of Project and possession of Apartment, to the Allottee;
- (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or Project;

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoters fail to provide ready to move possession of the Apartment to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Occupancy and/or Completion Certificate has been issued by the Competent Authority.
- (ii) Discontinuance of the Promoters' business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters 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 Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

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

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 more than 15 days from scheduled date and demands made by the Promoters as per the payment plan contained in the Sixth Schedule hereunder despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter shall be at liberty to cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least 30 days prior to such termination.

10. CONVEYANCE OF THE APARTMENT

10.1. The Promoters upon receipt of the Total Price of the Apartment under this Agreement together with stamp duty, registration charges and all other incidental and legal expenses from the Allottee shall execute a Conveyance and/or sale deed of the Apartment in favour of the Allottee in the format drafted by the Promoters' advocate in consonance with this Agreement and convey the title of the Apartment together with proportionate indivisible share in the Common Areas & Installations within three months from the date of issuance of the Occupancy and/or Completion Certificate.

Provided that 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 conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any action taken or deficiencies/ penalties imposed by the competent authority(ies).

10.3 The allotment of the Apartment to the Allottees personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without prior 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 Promoters shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against all transferees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT

11.1. The passage from the Second Phase Land to the Municipal Road is through the Driveway passing through the First Phase Land and for using the Driveway and for maintenance thereof it became necessary for the Promoters to enter into the Easement Agreement and Maintenance

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Agreement with the First Phase Promoters and under the Maintenance Agreement the lead first Phase Promoter i.e. Jasmine Commtrade Private Limited (herein referred to as "the Maintenance Agent") has a right to carry out maintenance services in the entire Building Complex until formation of a common association in both the Phases.

11.2. The Promoters are bound by the Easement Agreement and the Maintenance Agreement and the Allottee being the assignee of the Promoters is also bound by the same.

11.3. It is therefore clearly agreed and understood by and between the parties that the Maintenance Agent Jasmine Commtrade Private Limited shall provide maintenance services in the entire Building Complex covering both the First Phase as well as the Second Phase of the Project until formation of the Association of the apartment owners of both the phases.

11.4. In the circumstances aforesaid it is clearly agreed and understood that in pursuance of the Act, the association of the allottees shall be in possession and/or deemed to be in possession of the Common Areas & Installations immediately after expiry of a period of fifteen days from the date of Occupancy and/or Completion Certificate and the association of the allottees shall be deemed to have appointed the Maintenance Agent as its agent for rendition of maintenance service in the Building Complex until formation and registration of the Association in terms of this Agreement and handing over of the maintenance of the Project and/or entire Building Complex by the Maintenance Agent to the Association as stated in the next succeeding clause.

11.5. The Maintenance Agent Jasmine Commtrade Private Limited shall hand over maintenance of the entire Building Complex to the Association as and when formed and within a maximum period of three months from the date of formation of the Association.

11.6. Common Expenses and/or maintenance charges for a period of three months from the date of Occupancy and/or Completion Certificate has been included in the Total Price of the Apartment and upon expiry of the said period of three months the Allottee shall be liable to pay:

- (A) regularly and punctually the proportionate share of maintenance charges;
- (B) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings;
- (C) The Allottee shall not withhold payment of the same on any account whatsoever.
- (D) In the event of any default the Allottee shall be liable to pay of interest at prime lending rate of State Bank of India plus two per cent per annum on amounts outstanding and if such default shall continue for a period of two months the Promoters or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee and all persons claiming through the Allottee shall be deemed to have consented to discontinuance of maintenance services including usage of lifts and the maintenance services shall be restored only upon the Allottee making payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such default in future.
- (E) The Allottee will not be permitted to use any of the Facilities and/or Amenities in the Building Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (F) Maintenance Agent or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
- (G) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (H) In the event of sale and transfer of the Apartment, the Maintenance Agent or the Association as the case may be, will have first charge and/or lien over the sale proceeds for

the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

11.8 The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/ her right to the use of Common Areas and Installations and enjoy the Facilities and Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Agent or any other maintenance agency appointed by the Association and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Agent or the Association from time to time.

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 Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her 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

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in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the Project, building 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 hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.

15.2. Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority.

15.3 The Allottee and all persons under him shall observe the covenants set out in the Eighth Schedule hereunder as also all the Rules, Regulations and Restrictions that may be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Apartment.

15.4. The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the all fire safety rules and regulations.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the Apartment with the 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.

17. ADDITIONAL CONSTRUCTIONS

The Promoters 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 save and except vertical increase in the Floor.

However, if after completion of construction and handing over possession if due to change in law or even otherwise the Promoters becomes lawfully entitled to one or more floors on top of the existing roof of Building Blocks, the Promoter shall be entitled to construct the same and the Allottee agrees not to object to the same.

MANGALURU REAL ESTATES PVT. LTD.
 J. P. A.
 Authorized Signatory / Director

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

19. APARTMENT OWNERSHIP ACT

19.1. The Promoters have assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.

19.2. A common Association of the Apartment Owners of the Building Complex comprising of the First Phase and the Second Phase shall be formed and registered under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as "the Apartment Ownership Act). For this purpose, the Promoters along with the First Phase Promoters shall hold a General Meeting of the owners/allottees of all the apartments in the Building Complex for approving and adopting the bye-laws for formation of the Association.

19.3. Upon formation of the Association all the apartment owners/allottees of the Building Complex shall automatically become the members of the Association. The Managing Committee of the Association shall comprise of equal number of representatives from the First Phase and the Second Phase.

19.4. If for any reason the competent authority under the Apartment Ownership Act is not inclined to register a common association of both the Phases of the Building Complex then notwithstanding anything stated in this agreement separate Associations of the First Phase as well as Second Phase shall be formed and registered under the Apartment Ownership Act.

19.5. Until formation of the Association the Maintenance Agent shall carry out maintenance services in the Building Complex.

19.6. Upon formation of the Association the employees employed by the Maintenance Agent for rendition of maintenance services in the Building Complex shall be absorbed by the Association and become the employees of the Association on the same terms and conditions of service and the Allottee shall be deemed to have consented to the same.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule 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 for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoters then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the 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.

SHANGHAI REAL ESTATES PVT. LTD.
 S. P. A.
 Authorized Signatory / Director

21. ENTIRE AGREEMENT

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

22. RIGHT TO AMEND

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

23. 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 Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoters may, at their sole option and discretions, 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 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 Allotees.

24.2 Failure on the part of the Promoters 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 provisions.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 hereunder 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.

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

Wherever in this Agreement it is stipulated that the Allotees has to make any payment, in common with other allottee(s) in the 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 Building Complex. It is however clarified that proportion in relation to the undivided share in the Common Areas & Installations shall be the ratio and/or proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project and/or Second Phase of the Building Complex.

MAHARAJA ASEM ESTATED PVT LTD
 J.P.A.
 Managing Director / Director

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the Promoters through their 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 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 Registrar of Assurances, Kolkata or the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES

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

(i) For Allottee

(ii) For Promoter

M/S Mangalbela Real Estates Private Limited
1447/1, Madurdaha Road,
Kolkata – 700107

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

30. JOINT ALLOTTEES

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

31. SAVINGS

Any expression of interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for

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S.P.
Authorized Signatory / Director

Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any dispute 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 by arbitration under the Arbitration and Conciliation Act, 1996.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of "the said Land")

ALL THAT pieces and parcels of land containing by measurement an area of about 297 decimals be the same little more or less lying and situate at and being Holding No. 1499 Dwarir Road, Police Station - Sonarpur, Kolkata 700151, District South 24-Pargans, in Ward no. 25 of Raipur - Sonarpur Municipality and comprised in L.R. Dag nos. 507, 510, 511, 512, 513, 514, 518, 519, 521, 522, 523, 524, 527, 528, 529, 530, 531, 532 and 585, L.R Khatian no.3204 - 3206 3208 - 3237, J.L No.71, Mouja - Jagaddal, and butted and bounded as under :

On the North	:	By R S Dag No. 493(part)& 494
On the South	:	By R S Dag No.527
On the East	:	By 456, Dwarir Road
On the West	:	By R S Dag No.466, 467 & 489

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Apartment)

PART - I

(Description of the Flat)

ALL THAT Apartment no. being a residential apartment having super built up area of square feet and carpet area of square feet more or less together with attached balcony having carpet area of square feet more or less on the floor of Building no. as per Sanction Plan (Block no..... as per Brochure) in the Second Phase of the Building Complex named and known as Atri Green Valley and being constructed on the said Land described in the First Schedule hereinabove.

MAHARAJA INSTITUTE
S.P.A.
Authorized Signatory / Director

PART – II
(Description of the Parking Space)

.....

THE THIRD SCHEDULE HEREINABOVE REFERRED TO
SPECIFICATIONS FOR CONSTRUCTION

1. STRUCTURE

RCC foundation as per Geo-technical Engineer's recommendation.

2. DOORS & WINDOWS

Good quality flushed door

Sliding powder coated aluminum windows with white glass panel

3. FLOORS

Entrance Lobby - Elegantly designed with tiles/ marble

Floor Lobby - Ceramic tiles / marble

Flat interiors - Vitrified tiles

4. WALLS & FINISHING

Internal – 5 $\frac{1}{3}$ " Brick walls with Plaster of Paris finish

External–8" Brick walls plastered with high quality weather coat paint

5. KITCHEN

Counter table with Granite top and Stainless-steel sink

Ceramic tiles upto 2 (two) feet above the counter.

6. TOILET

Floor - Anti skid Ceramic tiles

Wall - Ceramic tiles upto dado height

Concealed hot and cold-water pipe system in shower and Basin

Chrome plated Fittings of reputed brand

White Sanitary ware of reputed brand

7. ELECTRICAL INSTALLATIONS

Concealed copper wiring with Modular switches

Adequate light and power points

Standard main Distribution Box (DB)

TV / Telephone points

AC point in all bedrooms

Call bell point at entrance of all units

8. ELEVATOR

Adequate elevators by reputed makers in each Block

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 Authorized Signatory / Director

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**PART - I**

(Description of the Common Areas & Installations)

- 1) Lobbies on the ground floor
- 2) Driveway, Pathway, entrance and exit pathways, roads, footpaths of the Building Complex
- 3) Main gate and other gates of the said premises and building and extensions of the said premises
- 4) Boundary walls of the premises including outer side of the walls of the buildings/blocks at the said premises and extensions thereto
- 5) Other common parts and areas covered or open in or about the premises or its extension as necessary for passage to or construction, use and occupancy of the said premises and extension thereof.
- 6) Staircases and Staircase landings on all the floors
- 7) Lift lobbies and lift wells on all the floors
- 8) Lift installations and Machine Room
- 9) Tube well with pump and machine room
- 10) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto.
- 11) Firefighting Equipments
- 12) Electrical rooms, electrical sub – stations, common electrical wiring, Meter room, Transformers, Generator and its accessories meant for common use
- 13) Drainage and sewerage evacuation pipes from the unit to drains and sewers common to the said premises
- 14) Toilet in the ground floor for use in common of the Durwans, security guards, caretaker and unit holder's drivers and servants

PART – II**FACILITIES AND AMENITIES**

- 1) Children Playground
- 2) Swimming pool With Deck
- 3) Senior Citizen Park
- 4) Tennis Court
- 5) Badminton Court
- 6) Toddler's Zone
- 7) Landscape Garden
- 8) Maintenance Office
- 9) Ac Indoor Games Room
- 10) Ac Gym
- 11) Yoga Deck
- 12) Ac Multipurpose Community Hall
- 13) Jogging & Walking Space
- 14) Lily / Lotus Pond
- 15) Tv Satellite Connection
- 16) Flowers Corner
- 17) Individual Blocks Having Workers Sitting Area
- 18) Intercom
- 19) Water Filtration Plant
- 20) Cctv In Lobbies

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 S.P. S.
 Authorized Signatory / Director

**THE FIFTH SCHEDULE ABOVE REFERRED TO
PART I
(TOTAL PRICE)**

Super Builtup Area in Sqft-sq ft
Carpet Area -

DESCRIPTION	AMOUNT
BLOCK NO	
UNIT NO	
FLOOR	
TYPE	
PRICE FOR CARPET AREA OF THE UNIT @ Rs. /- PER SQFT	Rs.
EXCLUSIVE BALCONY OF THE UNIT	Rs.
TERRACE AREA
CAR PARKING	Rs.
PROPORTIONATE PRICE OF COMMON AREAS, EXTERNAL WALLS AND FACILITIES & AMENITIES .	Rs.
TOTAL	Rs.
GST (1%) ON ABOVE AS ON DATE	Rs.
TOTAL AMOUNT INCLUSIVE OF GST

**PART II
(DEPOSITS)**

Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said unit
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.
TOTAL DEPOSIT AMOUNT
GST @ 18% ON ABOVE AMOUNT AS ON DATE
TOTAL DEPOSIT AMOUNT INCLUSIVE OF GST
GRAND TOTAL

**PART III
(MISCELLANEOUS)**

Besides the aforesaid the Allottee shall be liable to pay the following charges: -

- (a) **Association:** The actual proportionate cost for formation and registration of the Association under the Apartment Ownership Act.

MANGALUELA PER ESTIMATES PVT. CO
S.P.O.
Authorized Signatory / Director

- (b) **Mutation:** The actual amount payable to the local municipality on account of fees and expenses for mutation of the said Unit in the name of the Allottee ;

THE SIXTH SCHEDULE ABOVE REFERRED TO
(PAYMENT SCHEDULE)

The Total Price of the Apartment under this Agreement shall be payable by the Allottee under the following:

Installment Payment Schedule of the Total Price		
Stage of Payment	Amount Payable	Rs.
1.	Booking Amount/-
2.	On Agreement (adjusting booking amount)	20% of Total Price of Apartment being (balance amount after deduction of application money)/-
3.	On Piling	10% of Total Price of Apartment being/-
4.	On Foundation	10% of Total Price of Apartment being/-
5.	On Completion of 2nd Floor Slab Casting	10% of Total Price of Apartment being/-
6.	On Completion of 5th Floor Slab Casting	10% of Total Price of Apartment being/-
7.	On Completion of 7th Floor Slab Casting	10% of Total Price of Apartment being/-
8.	On Completion of Brick Work	10% of Total Price of Apartment being/-
9.	On Completion of Flooring of the said unit (1st to 7th floor)	10% of Total Price of Apartment being/-
10.	On Possession of the said unit	10% of Total Price of Apartment being/-
TOTAL (Rs.)	/-

(Rupees only)

NOTE

1. Total Price and all other payments shall be made payable to the First Promoter, "MANGALBELA REAL ESTATES PVT LTD" who shall give a receipt on behalf of all the PROMOTERS.

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO
(COMMON EXPENSES)

1. All costs and expenses of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the Common Areas and also

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S. P. A. Secretary / Director

the outer walls of the Building Complex.

2. All costs and expenses for providing all common services and facilities in the Building Complex.
3. The salaries, perquisites and all other benefits payable to caretaker, security staff, liftman, plumber, electrician, sweepers, clerks and other maintenance office staff.
4. All charges and deposits for supply and maintenance of all common services, facilities and amenities including lifts, water pump, generator etc.
5. Municipal taxes and other outgoings on the Common Areas.
6. Costs and charges of establishment for maintenance of the Building Complex and for watch and ward staff.
7. All litigation expenses for protecting the rights, title or interest in respect of the Entire Land and the Building Complex.
8. All expenses incurred for formation of the Association.
9. All expenses incurred for maintaining the office of the Association for common purposes.
10. Contributions payable for creation of a reasonable building reserve fund.
11. All other expenses and outgoings as are deemed by the Association to be necessary or incidental for proper management of the Common Areas and supply of common services and amenities in the Building Complex.

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO

(Restrictions and covenants to be observed and performed by the Allottee and the Co-allottees)

1. In connection with the use and enjoyment of the said Apartment, the Allottee shall observe the following negative covenants:-
 - (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
 - (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Apartment.
 - (iii) Not to damage or demolish any part or portion of the said Apartment.
 - (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
 - (v) Not to hang any article in the open space outside the said Apartment.
 - (vi) Not to install any machinery which may cause or likely to cause any vibration in the said

NWANGI REAL ESTATE PVT. LTD.

 Secretary / Director

Building.

- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Apartment including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Promoter or the Association.
- (xiv) Not to do anything whereby the other co-allottees are obstructed or prevented from enjoyment of their respective units.
- (xv) Not to claim any right in any other part of the Building or the Building Complex save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Apartment and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner
- (xxi) Not to construct or raise any mezzanine or additional floor in the Apartment.

2 The Allottee shall also observe, comply with and perform the following covenants and stipulations:

- (i) To use the Apartment only for residential purpose and not for any commercial purpose ;
- (ii) To keep the said Apartment in a good state of repairs and condition.
- (iii) To permit the office bearers and agents of the Maintenance Agent or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Apartment and any every part

thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.

- (iv) To repair and make good all such defects decays and want of repair to the said Apartment at its costs within 15 days from the date of receipt of such notice.
- (v) To allow the allottees of other units in the Building or the Building Complex the rights easements and/or quasi-easements.
- (vi) To observe the rules and regulations framed by the Lead Promoter or the Association of the Building Complex regarding the manner of the use of the said Apartment and the Common Areas.
- (vii) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.

MANGUELA REAL ESTATE PVT. LTD.

 Authorised Signatory / Director

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf
of the withinnamed PROMOTERS at Kolkata

MANGALDEE PITALS PRIVATE LTD

Authorized Signatory / Director

SIGNED AND DELIVERED by the
Withinnamed ALLOTTEE at Kolkata

Witnesses to Both :-

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted by:

P K JHUNJHUNWALA, Advocate
Calcutta, High Court
Enrollment No. WB/102/77 of the
West Bengal Bar Council, Kolkata