

NM/AGREE/MASTER

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale (**Agreement**) Executed on this _____ Day of _____, 2023.

BY AND BETWEEN

VENDORS:-

(1) **M/S. JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by its Partner **MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith – Hindu, by occupation – Business, residing at 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North-24-Parganas, Indian Citizen, (2) **M/S. JUPITER**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AACFJ4060F**", having its Office at 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24 Parganas, represented by its Partner **MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith - Hindu, by occupation - Business, residing at 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North-24-Parganas, Indian Citizen, (3) **GLF PROJECTS LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AACCG9874H**", having its Office at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, represented by its Director **MR. ROSHAN LAL SINGHAL**, son of Late Chander Bhan Singhal, having Income Tax Permanent Account No. (PAN) "**ALCPS8734J**", by faith – Hindu, by occupation – Business, residing at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata –

**For JUPITER DEVELOPERS
AND For JUPITER**

Ranjit Banerjee
Partner

700 001, Indian Citizen, **(4) NICKY COMMERCIAL PRIVATE LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AAACN8443M**", having its Office at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, represented by its Director **MR. ROSHAN LAL SINGHAL**, son of Late Chander Bhan Singhal, having Income Tax Permanent Account No. (PAN) "**ALCPS8734J**", by faith – Hindu, by occupation – Business, residing at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, Indian Citizen, **(5) NITU DEVELOPERS PRIVATE LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AAECN1633P**", having its Office at Lauhati, Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, represented by its Director **JAMAL UDDIN MOLLA** son of Mojambari Molla, having Income Tax Permanent Account No. (PAN) "**AIYPM1138K**", by faith – Muslim, by occupation – Business, residing at Village and Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, Indian Citizen, **(6) JAMAL UDDIN MOLLA** son of Mojambari Molla, having Income Tax Permanent Account No. (PAN) "**AIYPM1138K**", by faith – Muslim, by occupation – Business, residing at Village and Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, Indian Citizen, hereinafter collectively referred to as "**THE OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART. Vendors No. 3 to 6** represented by their Constituted attorney, **ANY ONE OF (1) MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith - Hindu by occupation - Business, residing at, 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, **(2) MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith – Hindu, by occupation – Business, residing at 5/2/6, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, Partners of **JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, by Three Nos. Registered Power of Attorney which was registered in the office of The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume

No. 1904-2021, Pages 82531 to 82571, Being No.190401416 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82608 to 82653, Being No. 190401418 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82654 to 82683, Being No. 190401419 for the year 2021.

AND

PROMOTERS:-

(1) **JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, (2) **JUPITER**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AACFJ4060F**", having its Office at 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by their **ANY ONE OF** Partner (1) **MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith - Hindu by occupation - Business, residing at, 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, (2) **MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith – Hindu, by occupation – Business, residing at 5/2/6, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, hereinafter collectively referred to as "**THE PROMOTERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART.**

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

DEFINITIONS:-

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **“Section”** means a section of the Act.
- e) **“GARDENIUM”** shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;
- f) **“Co-owners”** shall mean (a) all the allottees of Units in the GARDENIUM excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors or the Promoter, shall mean the Promoter or the Vendors, as the case may be.
- g) **“Promoter”** shall mean (1) **JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) **"AAGFJ4322E"**, having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, (2) **JUPITER**, a partnership firm, having Income Tax Permanent Account No. (PAN) **"AACFJ4060F"**, having its Office at 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by their **ANY ONE OF** Partner (1) **MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) **"ADXPB3534G"**, by faith - Hindu, by occupation -

Business, residing at, 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, **(2) MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith – Hindu, by occupation – Business, residing at 5/2/6, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, and include their successors or successors-in-office and/or assigns;

- h) "**Deed of Conveyance**" shall mean the Indenture dated 17.04.2017 between the Vendors and the Purchasers and registered with The Additional Registrar of Assurances - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 118896 to 118984, Being No.190403363 for the year 2017 and "**Development Agreements**" shall mean the Agreements dated 25.02.2021 between the Vendors and the Promoters and registered with The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81462 to 81598, Being No.190401364 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 76527 to 76598, Being No. 190401378 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81946 to 82078, Being No.190401381 for the year 2021 and include any modifications thereof as agreed between the Vendors and the Promoters in writing.
- i) "**Common areas**" mean :-
- i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;
 - ii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - iii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
 - iv) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;

- v) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
- vi) Community Hall as provided in the real estate project;
- vii) All other portion of the project necessary or convenient for it's maintenance, safety, etc. and in common use;

j) **"ALLOTTEE"** shall mean one or more Allottees named above and include:-

- a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
- b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
- c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
- d. in case of a Company, its successors or successors-in-office and/or assigns;
- e. in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

k) **"VENDORS"** shall mean **(1) M/S. Jupiter Developers, (2) M/S. Jupiter, (3) GLF Projects Limited, (4) Nicky Commercial Private Limited, (5) Nitu Developers Private Limited, (6) Jamal Uddin Molla** and include their and each of their successors or successors-in-office and/or assigns;

l) Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;

m) Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

WHEREAS **GLF PROJECTS LIMITED**, are thus well seized and possessed of the land measuring an area **253.98 Decimal**; comprised in R.S. Dag No. **5106, 5129, 5131, 5132, 5136, 5137, 5138, 5139, 5142, 5143, 5144, 5145, 5146, 5168, 5169, 5173, 5174**, under L.R. Khatian No. **3980, 1790**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS **NICKY COMMERCIAL PRIVATE LIMITED**, are thus well seized and possessed of the land measuring an area **155.44 Decimal**; comprised in R.S. Dag No. **5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5140, 5141, 5145, 5146, 5168, 5169, 5173**, under L.R. KhatianNo. **4011**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas.

AND WHEREAS **INDONEXT REALTY LLP**, are thus well seized and possessed of the land measuring an area **2.06 Decimal**; comprised in R.S. Dag No. **5131, 5132**, under L.R. Khatian No. **4010**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS by a Deed of Conveyance dated 17.04.2017 registered at the Office of the Addl. Registrar of Assurances - IV, Kolkata copied in Book No. I, Volume No. 1904-2017, Pages 118896 to 118984 Being No. 190403363 for the year 2017, **GLF PROJECTS LIMITED, NICKY COMMERCIAL PRIVATE LIMITED and INDONEXT REALTY LLP**, described therein as Vendors, sold, transferred and conveyed to **M/S. JUPITER DEVELOPERS and M/S. JUPITER**, described

therein as the Purchasers, ALL THAT piece or parcel of land measuring an area **411.48 Decimal**; comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5169, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS **M/S. JUPITER DEVELOPERS** and **M/S. JUPITER**, are thus well seized and possessed of the land measuring an area **351.48 Decimal**; comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas and also recorded their names in the records of B.L. & L.R.O., being L.R. Khatian No. **4665 (M/S. JUPITER DEVELOPERS) & 4666 (M/S. JUPITER)**.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	SOLD AREA	
5106	4665 (M/S. JUPITER DEVELOPERS)	38.39 Decimal	
5128		05.13 Decimal	
5129		33.00 Decimal	
5130		15.00 Decimal	
5131		05.02 Decimal	
5132		01.92 Decimal	
5136		&	00.46 Decimal
5137			11.63 Decimal
5138			14.00 Decimal
5139			01.28 Decimal
5140		4666 (M/S. JUPITER)	00.25 Decimal
5141			01.55 Decimal
5142			02.00 Decimal
5143			02.00 Decimal
5144	11.00 Decimal		
5145	02.00 Decimal		
5146	145.06 Decimal		
5168		07.47 Decimal	

5173		07.39 Decimal
5174		46.93 Decimal
TOTAL :-		351.48 Decimal

Be it noted that M/S. JUPITER DEVELOPERS will be the Owner of undivided 75% of the total land and M/S. JUPITER will be the Owner of undivided 25% of the total land.

Be it noted that Jupiter & Jupiter Developers have decided to retain the following area in following Dag Nos.

DAG NO.	AREA	
5106	09.30 Decimal	
5130	11.50 Decimal	
5131	01.30 Decimal	
5146	71.60 Decimal	
TOTAL AREA :-		93.70 Decimal

AND WHEREAS Jupiter & Jupiter Developers have decided to develop the said land by construction Duplex, Bungalow & Row House in the land measuring **257.78** Decimal comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010 now 4665 & 4666** at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **392.71** Decimal comprised in R.S. & L.R. Dag No. 4844, 5068, 5103, 5104, 5105, 5106, 5108, 5120, 5121, 5124, 5142, 5145, 5146, 5147, 5148, 5159, 5167, 5168, 5169, 5170, 5171, 5172, 5172/5202, 5173, 5174, 5180, 5182, 5183, 5185, 5186 under L.R. Khatian No. 3980, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nicky Commercial Private Limited**, the Owner herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **222.46** Decimal comprised in R.S. & L.R. Dag No. 5102, 5104, 5105, 5106, 5108, 5120, 5121, 5125, 5129, 5130, 5145, 5146, 5147, 5148, 5149, 5150, 5167, 5168, 5169, 5170, 5171, 5172, 5173, 5174, 5181, 5182, 5183, 5184, 5185, 5186, 5172/5202, under L.R. Khatian No. **4688**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Buildings, Showing Roads, Drains, Overhead Water Reservoir and Other facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA (In Decimal)	COMPANY NAME
5104	3980	15.07	GLF Projects Limited
5105	3980	95.42	GLF Projects Limited
5147	3980	04.61	GLF Projects Limited
5148	3980	02.62	GLF Projects Limited
5104	4688	06.13	Nicky Commercial Private Limited
5105	4688	00.00	Nicky Commercial Private Limited
5147	4688	03.47	Nicky Commercial Private Limited
5148	4688	00.27	Nicky Commercial Private Limited
TOTAL AREA	-	127.59	

AND WHEREAS Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **869.2589 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175, 5175/5229, 5180, under L.R. Khatian No. **4688, 808, 3980, 4606, 4595**, at Mouza – Matiagachha, Police Station –

Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Building, Showing Roads, Drains and Other facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA (In Decimal)	COMPANY NAME
5106	4595, 4010, 3980, 4688, 808	45.20	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5107	4595, 4606, 4010, 3980, 4688, 808	36.67	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5115	4595, 4606, 4010, 3980, 4688, 808	19.30	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5116	4595, 4606, 4010, 3980, 4688, 808	11.94	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5117	4010, 3980, 4688, 808	14.757	GLF Projects Limited, Nicky Commercial Private Limited
5118	4010, 3980, 4688, 808	13.935	GLF Projects Limited, Nicky Commercial Private Limited
5120	3980, 4688, 808	19.077	GLF Projects Limited, Nicky Commercial Private Limited
5121	4595, 4606, 3980, 4688, 808	17.545	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5122	3980	17.659	GLF Projects Limited
5123	3980, 4688, 808	19.240	GLF Projects Limited, Nicky Commercial Private Limited
5124	3980	18.166	GLF Projects Limited
5125	4595, 3980, 4688, 808	12.352	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5126	4595, 3980	39.878	Jamal Uddin Molla, GLF Projects Limited
5127	4595, 4606, 4010, 3980, 4688, 808	04.70	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private

			Limited
5128	3980, 4688, 808	10.69	GLF Projects Limited, Nicky Commercial Private Limited
5132	3980, 4688, 808	00.797	GLF Projects Limited, Nicky Commercial Private Limited
5135	3980, 4688, 808	10.814	GLF Projects Limited, Nicky Commercial Private Limited
5136	3980, 4688, 808	01.034	GLF Projects Limited, Nicky Commercial Private Limited
5137	3980, 4688	00.001	GLF Projects Limited, Nicky Commercial Private Limited
5139	3980, 4688, 808	00.103	GLF Projects Limited, Nicky Commercial Private Limited
5140	3980, 4688, 808	11.352	GLF Projects Limited, Nicky Commercial Private Limited
5141	3980, 4688, 808	13.911	GLF Projects Limited, Nicky Commercial Private Limited
5174	3980, 4688, 808	30.03	GLF Projects Limited, Nicky Commercial Private Limited
5175	3980, 4688, 808	11.348	GLF Projects Limited, Nicky Commercial Private Limited
5175/5229	3980, 4688, 808	01.026	GLF Projects Limited, Nicky Commercial Private Limited
5180	3980, 4688, 808	00.21	GLF Projects Limited, Nicky Commercial Private Limited
TOTAL AREA	-	381.735	

AND WHEREAS **Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER DEVELOPERS**, the Developer herein, ALL THAT **381.735 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175, 5175/5229, 5180, under L.R. Khatian No. **4688,3980, 4606, 4595,808**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 81462 to 81598, Being No. 190401364 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and

conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82608 to 82653, Being No. 190401418 for the year 2021.

AND WHEREAS **GLF Projects Limited and Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER DEVELOPERS**, the Developer herein, ALL THAT **127.59 Decimals, SALI LAND** comprised in R.S. & L.R. Dag No. 5104, 5105, 5147 & 5148, under L.R. Khatian No. 3980, 4688, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi No. 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 76527 to 76598, Being No. 190401378 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82654 to 82683, Being No. 190401419 for the year 2021.

AND WHEREAS **Jamal Uddin Molla**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **122.27** Decimal comprised in R.S. & L.R. Dag No. 5115, 5169, 5173, 5174, 5175, 5179, 5181, 5175/5229, under L.R. Khatian No. **4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi No 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nitu Developers Private Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **49.85** Decimal comprised in R.S. & L.R. Dag No. 5115, 5173, 5174, 5175, 5181, 5175/5229 under L.R. Khatian No. **4606**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S.

No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **437.58** Decimal comprised in R.S. & L.R. Dag No. 5106, 5107, 5112, 5113, 5115, 5116, 5117, 5118, 5120, 5127, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229, under L.R. Khatian No. **3980**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, has decided to Develop the land through to Developer herein and land area appears herein bellow :-

an area 02.94 Decimal out of 283 Decimal comprised in R.S. & L.R. Dag No. 5115,

an area 01.61 Decimal out of 155 Decimal comprised in R.S. & L.R. Dag No. 5175,

an area 00.66 Decimal out of 64 Decimal comprised in R.S. & L.R. Dag No. 5179,

an area 00.13 Decimal out of 12 Decimal comprised in R.S. & L.R. Dag No. 5175/5229,

being total area **05.34** Decimal with other properties under comprised in R.S. & L.R. Dag No. 5115, 5116, 5175, 5175/5229 under L.R. Khatian No. 4010, at Mouza – Matiagachha, Police Station – Barasat now Rajarhat, J.L. No. 187, R.S. No. 17, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nicky Commercial Private Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **287.36** Decimal comprised in R.S. & L.R. Dag No. 5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229, under L.R. Khatian No. **4688**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Indonext Realty LLP**, was thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **13.60** Decimal comprised in R.S. & L.R. Dag No. 5103, 5107, 5115, 5116, 5175, 5179, 5127, 5175/5229, under L.R. Khatian No. **4010**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited**, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **878.88 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No. **4688, 3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Building, Showing Roads, Drains and Other facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA (In Decimal)	COMPANY NAME
5115	4595, 3980, 4688	00.62	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5120	3980, 4688	00.007	GLF Projects Limited, Nicky Commercial Private Limited
5170	3980, 4688	01.60	GLF Projects Limited, Nicky Commercial Private Limited
5171	3980, 4688	02.60	GLF Projects Limited, Nicky Commercial Private Limited
5172	3980, 4688	12.27	GLF Projects Limited, Nicky Commercial Private Limited
5173	4595, 4606, 3980, 4688	12.23	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited

5174	4595, 4606, 3980, 4688	117.80	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5175	4595, 3980, 4688	115.89	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5179	4595, 4010, 3980, 4688	27.56	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5180	3980, 4688	25.907	GLF Projects Limited, Nicky Commercial Private Limited
5181	4595, 4606, 3980, 4688	19.58	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5172/5202	3980, 4688	32.69	GLF Projects Limited, Nicky Commercial Private Limited
5175/5229	4595, 4606, 3980, 4688	11.77	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
TOTAL AREA	-	380.524	

AND WHEREAS **Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER**, the Developer herein, ALL THAT **380.524 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No. **4688,3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 81946 to 82078, Being No. 190401381 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82531 to 82571, Being No. 190401416 for the year 2021.

AND WHEREAS **Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited and Jupiter**, have registered a Deed of Declaration

dated 17.02.2022 registered at the office of the Additional Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2022, Pages 291081 to 291113, Being No. 190402952, for the year 2022, in respect of the Scheduled Land.

AND WHEREAS in the certain place of the aforesaid Deed No. 190401416 for the year 2021, certain inadvertent / typographical mistakes have crept in and at certain places and certain insertions have been omitted and the parties herein have mutually agreed to rectify the said mistake by executing the instant deed of Declaration.

AND WHEREAS by a Deed of Declaration dated 17.02.2022 registered at the office of the Additional Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2022, Pages 291081 to 291113, Being No. 190402952, for the year 2022, the said mistake namely **JUPITER DEVELOPERS** instead of **JUPITER** has been rectified, more fully and particularly described in the said Deed of Declaration.

AND WHEREAS Vendors for the purpose of Development of the aforesaid land the vendors have Amalgamate their plots showing Roads, Drains and Other facilities for the Purchaser(s) of Duplex, Bungalow & Row House at the said Project.

- i) Vendors herein become absolute owners of total land measuring **1147.629** decimal and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT **1147.629** decimal morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein and have caused their names to be mutated in the records of the Kirtipur – II Gram Panchayet in respect thereof.
- ii) By the Development Agreement the Vendors, interalia, did thereby agree to provide the said premises and to allow the same to be used exclusively and solely for the purpose of development of the same by the Promoter and agreed that with effect from the date of execution thereof.

The Promoter have decided to construct the aforesaid Duplex, Bungalow & Row House in Phase I & Phase II as per Sanction Plan of competent authority. The Vendors are also Owner's of several plots of land adjacent to the Schedule Land herein and they will be entitled to amalgamate the said land with the Schedule Land herein for construction of Duplex, Bungalow & Row House, as per Sanction Plan of competent authority in Phase III & Phase IV.

The Promoter would have the sole exclusive and irrevocable right and authority to develop the said premises into Duplex, Bungalow & Row House and to transfer the same in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the Vendors and the Promoter:-

- a. The Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Duplex, Bungalow & Row House (save and except the Separately Allocable Areas if allotted to the Vendors exclusively) on the terms and conditions therein contained;
 - b. The Vendors agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the project and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
- iii) By Power of Attorney dated 25.02.2021 and registered with Additional Registrar of Assurances - IV, Kolkata, the Vendors No. 3 - 6 are appointed the Promoters and their authorized representatives named therein as their constituted attorney as and for the purposes mentioned therein.
- iv) **The Building Plans for construction of the New Duplex, Bungalow & Row House have been caused to be sanctioned by the Promoters from the, North 24-Paraganas vide Sanction Plan No. dated, in PHASE - I**

VENDOR(S)	DEVELOPER(S)	SECTOR	DUPLEX NO.	BUNGALOW NO.	ROW HOUSE NO.
Jupiter & Jupiter Developers	Jupiter & Jupiter Developers	1	DA 5,6,7,8	BA 1,2,3,4,5 BB 1,2,3,4,5	AA 1,2,3, 4,5,6,7,8,9,10

				CA 1,2,3,4 CB 1,2,3,4 CC 1,2,3,4 CD 1,2,3,4	AB 1,2,3,4, 5,6,7,8,9,10,11 12,13,14,15,16, 17,18,19,20,21, 22,23
Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited	Jupiter Developers	2	DA 1,2,3,4,	NIL	NIL
Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited	Jupiter Developers	3	NIL	HB 1,2,3,4,5,6,7 N 1,2,3,4,5,6,7,8, 9,10,11,12,13,14 LB 1,2,3	FA 1,2,3,4,5,6 FB 1,2,3,4,5,6 GA 1,2,3,4,5 GB 1,2,3,4,5 HA 1,2,3,4,5 JA1,2,3, JB 1,2,3 KA 1,2,3, KB1,2,3 LA1,2,3,
Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited	Jupiter	4	DA 9,10,11,12,13,14, 15,16	CD 5,6,7,8,9 EA 1,2,3,4,5 EB 1,2,3,4 EC 1,2,3,4 LB 4,5,6,7,8,9	AB 24,25,26,27, 28,29,30,31,32 JA 4,5,6,7,8,9,10 11,12 JB 4,5,6,7,8,9,10 11,12 KA 4,5,6,7,8,9,10,11 KB 4,5,6,7,8,9,10,11 LA 4,5,6,7,8,9,10,11

- v) The Promoter has provided to the Allottee copies of all documents of title, the Development Agreement, the Building Plans and all other papers and documents required by the Allottee relating to the said premises for independent verification, due diligence and satisfaction by the Allottee. The Allottee has also inspected and got himself/herself/themselves fully satisfied about the site of the said premises at which the property is being developed.
- vi) The parties hereto do hereby record into writing the terms and conditions applicable to the sale of the Duplex / Bungalow / Row House Including (Including Car Parking, if Applicable) by the Vendors and the Promoter to the Allottee as hereinafter contained.

- A) The said Land is earmarked for the purpose of building a residential project comprising Duplex, Bungalow & Row House and the said project shall be known as “**GARDENIUM**” **PHASE - I**. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- B) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- C) The has granted the commencement certificate to develop the project vide approval as per the dated
- D) Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Duplex, Bungalow & Row House , plot or project, as the case may be from The Competent Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E) The Allottee had applied for an Duplex / Bungalow / Row House in the Project vide Application No. dated and has been allotted Duplex / Bungalow / Row House No. having carpet area of **square feet**, "....." type, on floor in **Sector No.** as permissible under the applicable law and of proportionate share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Duplex, Bungalow & Row House ” more particularly described in Schedule A and the floor plan of the Duplex / Bungalow / Row House is annexed hereto and marked as Schedule B),

- F) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G) The payments in the account name as mentioned in clause 2 shall be continued to be made until instructions to the contrary are given in writing by the Promoter to the Allottee. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to agree nor to set up any oral evidence regarding any payment.
- H) The Consideration shall be paid by the Allottee to the Promoter in instalments as mentioned in the SCHEDULE-C hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any instalment mentioned in the within stated SCHEDULE-C shall be made by the Allottee within 21 days of issuance of notice by the Promoter demanding the same.
- I) The payment of all Extras and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Unit and within 21 days of issuance of notice from the Promoter demanding the same. In case as on the date of the Promoter issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Promoter shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Promoter to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Promoter deliver possession of the Designated Unit without receiving the same and the Allottee shall be liable to pay all such amounts within 21 days of issuance of notice from the Promoter in this behalf.
- J) The Tax Deductible at Source (If Applicable) under the Income Tax Laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law, The Promoter or the Vendors shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

- K)** The Promoter has been empowered and authorized under the Development Agreement to receive the entire Consideration and also all Extras and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- L)** 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;
- M)** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Duplex, Bungalow & Row House.

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

1. TERMS:-

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Duplex / Bungalow / Row House as specified in para G.

1.2 The Total Price for the Duplex / Bungalow / Row House including GST based on the carpet area is **Rs./- (RupeesOnly)** (“Total Price”):-

Duplex / Bungalow / Row House Number : Carpet Area :.....Sq.ft.			
Sector Number :			
Floor:.....			
	Duplex / Bungalow / Row House Cost	GST	Duplex / Bungalow / Row House Cost including GST
TOTAL PRICE (In Rupees)	Rs. /-	Rs. /-	Rs. /-

Be it noted in case of sale of any New Duplex, Bungalow & Row House in Sector I, all consideration with GST will be deposited in Account of Jupiter Developers and Jupiter Developers will pay 25% of the said amount to Jupiter.

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Duplex / Bungalow / Row House ;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter By way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Duplex / Bungalow / Row House to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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 in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Duplex / Bungalow / Row House includes recovery of price of land, construction of [not only the Duplex / Bungalow / Row House but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Duplex, Bungalow & Row House, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Duplex / Bungalow / Row House and the project.
- 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/other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion

of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charges from the Allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5. The Promoter may allow the Allottee, in its sole discretion a rebate @ Rs./- per square, to be calculated on the super- built up area of the Duplex, Bungalow & Row House , for early one-time payment of all instalments payable before possession i.e.% of the entire Duplex / Bungalow / Row House cost along with Car Parking Cost at the time of signing this agreement by the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alternations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Duplex, Bungalow & Row House, plot or project, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.7. The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the 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 carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Duplex / Bungalow / Row House, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these

monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Duplex / Bungalow / Row House as mentioned below:-

- i. The Allottee shall have exclusive ownership of the Duplex / Bungalow / Row House;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the Duplex / Bungalow / Row House includes recovery of price of land, construction of [not only the Duplex / Bungalow / Row House but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Duplex / Bungalow / Row House, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows fire detection and fire-fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Duplex / Bungalow / Row House and the Project;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his Duplex / Bungalow / Row House /plot, as the case may be , as per the pre appointed date fixed with the Promoter.

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

- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Duplex / Bungalow / Row House to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, panchayet or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Duplex / Bungalow / Row House to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum of **Rs./- (Rupees Only)** as booking amount being part payment towards the Total price of the Duplex / Bungalow / Row House at the time of application the receipt of which the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Duplex / Bungalow / Row House as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules i.e. in case of delay of payment by the Allottee, the Allottee shall be liable to pay interest on due amount and under section 13, the rate of interest shall be the State Bank Of India Prime Lending Rate plus two percent per annum.

2. MODE OF PAYMENT :

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in part 3.1 above.

The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of the said Duplex / Bungalow / Row House applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/DUPLEX / BUNGALOW / ROW HOUSE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Duplex / Bungalow / Row House and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Building Rule and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Allottee will not be entitled to make addition or alteration in the outside of his allocated property. The Allottee will not be entitled to change the exterior colour scheme of the said constructed area. If anybody violate the same, in such case Promoter will be entitled to take legal action in the appropriate Court of Law.

7. POSSESSION OF THE DUPLEX / BUNGALOW / ROW HOUSE :

7.1 Schedule for possession of the said Duplex / Bungalow / Row House – The Promoter agrees and understands that timely delivery of possession of the Duplex / Bungalow / Row House to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Duplex / Bungalow / Row House along with ready and complete common areas with all

specifications, amenities and facilities of the project in place on or before 30.09.2024 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affective the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Duplex / Bungalow / Row House.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Duplex / Bungalow / Row House, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Project. The promoter shall hand over the occupancy certificate of the Duplex / Bungalow / Row House, as the case may be, to the allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take Possession of Duplex / Bungalow / Row House** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Duplex / Bungalow / Row House from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Duplex / Bungalow / Row House to the allottee. In case the Allottee fails to take possession with the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee :-** After obtaining the occupancy certificate and handing over physical possession of the Duplex / Bungalow / Row House to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws ;
[Provide that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 **Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the project is being developed or has been developed, in the manner as provide under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Duplex / Bungalow / Row House (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under 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 Duplex / Bungalow / Row House, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due ;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite right to carry out development upon the said Land and absolute, actual , physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authority to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Duplex, Bungalow & Row House ;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Duplex / Bungalow / Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in

compliance with all applicable laws in relation to the Project, said Land, and Duplex / Bungalow / Row House and common areas ;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Duplex / Bungalow / Row House which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Duplex / Bungalow / Row House to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Duplex / Bungalow / Row House to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Duplex / Bungalow / Row House, plot or project, as the case may be, along with common areas (equipped with all the specifications amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:-

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

- (i) Promoter fails to provide ready to move in possession of the Duplex / Bungalow / Row House to the Allottee within the time period specified in para 7.1 or fails to complete the project with the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Duplex / Bungalow / Row House shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter 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 Promoter under the conditions listed above, Allottee is entitled to the following :-

- i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii) The Allottee shall have the option of termination the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Duplex / Bungalow / Row House, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Duplex / Bungalow / Row House, which shall be paid by the promoter to the allottee within forty-five days of it become due.

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

- (i) In case the Allottee fails to make payments for consecutive demands may by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Duplex / Bungalow / Row House in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID DUPLEX / BUNGALOW / ROW HOUSE :-

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

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID PROJECT/DUPLEX / BUNGALOW / ROW HOUSE/PROJECT: -

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Duplex / Bungalow / Row House.

12. DEFECT LIABILITY:-

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

13. RIGHT TO ENTER THE DUPLEX / BUNGALOW / ROW HOUSE FOR REPAIRS:-

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Duplex / Bungalow / Row House 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 Tanzanite-Gems City, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas

and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE DUPLEX / BUNGALOW / ROW HOUSE :-

- 15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Duplex / Bungalow / Row House at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Duplex / Bungalow / Row House, 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 Duplex / Bungalow / Row House and keep the Duplex / Bungalow / Row House, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the front façade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Duplex / Bungalow / Row House or place any heavy material in the common passages of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Duplex / Bungalow / Row House.
- 15.3 The Allottee shall plan and distribute its electrical load in the conformity with the electrical system installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:-

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Duplex / Bungalow / Row House 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 Duplex / Bungalow / Row House.

19. DUPLEX / BUNGALOW / ROW HOUSE OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Duplex / Bungalow / Row House Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in the Act.

20. BINDING EFFECT:-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of DSR IV, 24 Parganas (South), Alipore, West Bengal as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its

registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:-

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

22. RIGHT TO AMEND:-

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT 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 Duplex / Bungalow / Row House and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Duplex / Bungalow / Row House, in case of a transfer, as the said obligations go along with the Duplex / Bungalow / Row House for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:-

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

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

25. SEVERABILITY:-

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

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

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

27. FURTHER ASSURANCES:-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may 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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in agreement, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered

at the office of the Sub-Registrar at office of, Hence this Agreement shall be deemed to have been executed at office of the Sub-Registrar at office of

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 at their respective addresses specified below :

Name of Allottee :
Allottee's Address :
Promoter name : **JUPITER DEVELOPERS & JUPITER**
Promoter Address : 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas.

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

30. JOINT ALLOTTEES :-

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and 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 application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the Duplex / Bungalow / Row House, plot or project, as the case may be, prior to the execution and registration of this Agreement for Sale for such Duplex / Bungalow / Row House, plot or project, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:-

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

Additional Disclaimer not conflicted with RERA

34. NOMINATION/TRANSFER BY THE ALLOTTEE:-

34.1 The Allottee may, only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum mentioned in clause 34.2 below, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Designated Unit. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the Allottee and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any Income Tax (except on the said sum mentioned in clause 34.2 below in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Vendors or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Vendors or the Promoter to which the Vendors or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Vendors

and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without such payment.

34.2 The sum payable by the Allottee in terms of clause 34.1 above shall be **Rs.**/-
(Rupees only) for transfer of Nomination of each Unit.

34.3 The Allottee shall not be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

35. Fittings & Fixtures:

Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:

- (i) No work shall be commenced before the date of Allottee taking possession of the Designated Unit upon receiving the notice for possession in terms hereof;
- (ii) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the panchayet, National Building Code, state laws and regulations of Fire rules and other authorities and with minimum noise and the Allottee shall ensure that no disturbance or annoyance to the other Co-owners;
- (iii) The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fit out works;

- (iv) The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Unit.
- (v) The Allottee has been categorically informed by the Promoter that the construction of the New Project and the Designated Unit has been done by using Reinforced Cement Concrete and hereby unequivocally agrees and undertakes that the Allottee shall not hammer or hit the walls in any manner and to carry out any fittings only by proper drilling and fasteners.
- (vi) The Allottee shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee in carrying out any condition and stipulation mentioned herein.

SCHEDULE- "A"

PART-I (A)

ALL THOSE the Various pieces and parcels of land or ground including the passage or roadway and containing by estimation an area of **257.78 Decimal**; comprised in R.S. & L.R. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010 now 4665 (M/S. JUPITER DEVELOPERS) & 4666 (M/S. JUPITER)** at Mouza – Matiagachha, Police Station – Barasat, Kolkata - 700 135, Addl. District Sub-Registrar Barasat, and according to the settlement records of rights finally published and comprised at Pargana - Anowarpur, J.L. No. 187, R.S. No. 17, Touzi No. 146, within the limit of Kirtipur – II, Gram Panchayet, in the District of North-24-Parganas. Details as follows : -

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	SOLD AREA
5106		29.09 Decimal
5128		05.13 Decimal
5129		33.00 Decimal
5130		03.50 Decimal
5131		03.72 Decimal

5132	4665 (M/S. JUPITER DEVELOPERS) & 4666 (M/S. JUPITER)	01.92 Decimal
5136		00.46 Decimal
5137		11.63 Decimal
5138		14.00 Decimal
5139		01.28 Decimal
5140		00.25 Decimal
5141		01.55 Decimal
5142		02.00 Decimal
5143		02.00 Decimal
5144		11.00 Decimal
5145		02.00 Decimal
5146		74.00 Decimal
5168		07.47 Decimal
5173		07.39 Decimal
5174		46.93 Decimal

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Khal.
ON THE SOUTH : 30' ft. Wide Road.
ON THE EAST : Dag No. 5169, 5174, 5173
ON THE WEST : Road Entrance.

PART-I (B)

ALL THAT piece or parcel of land measuring an area about **127.59 Decimals**, comprised in R.S. & L.R. Dag No. **5104, 5105, 5147, 5148**, under L.R. Khatian No. **3980, 4688**, at Mouza – Matiagachha, Police Station – Rajarhat, Kolkata – 700 135, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl. District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5104	3980 (GLF Projects Limited)& 4688 (Nicky Commercial Private Limited)	21.20 Decimals
5105		95.42 Decimals
5147		08.08 Decimals

5148		02.89 Decimals
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The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land
ON THE SOUTH : Plot of Others land
ON THE EAST : Plot of Others land
ON THE WEST : Plot of Others land

PART-I (C)

ALL THAT piece or parcel of land measuring an area about **381.735 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175, 5175/5229, 5180, under L.R. Khatian No. **4688,3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, Kolkata – 700 135, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl. District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5106	3980 (GLF Projects Limited)	45.20 Decimals
5107		36.67 Decimals
5115		19.30 Decimals
5116		11.94 Decimals
5117	&	14.757 Decimals
5118	4688 (Nicky Commercial Private Limited), 808	13.935 Decimals
5119		0.8541 Decimals
5120		19.077 Decimals
5121		17.545 Decimals
5122		17.659 Decimals

5123	&	19.240 Decimals
5124		18.166 Decimals
5125		12.352 Decimals
5126	4595 (Jamal Uddin Molla)	39.878 Decimals
5127		04.70 Decimals
5128	&	10.69 Decimals
5132		00.797 Decimals
5133	4606 (Nitu developers private limited)	0.0492 Decimal
5134		0.5256 Decimal
5135		10.814 Decimals
5136		01.034 Decimals
5137		00.001 Decimals
5139		00.103 Decimals
5140		11.352 Decimals
5141		13.911 Decimals
5174		30.03 Decimals
5175		11.348 Decimals
5180		00.21 Decimals
5175/5229		01.026 Decimals

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land
ON THE SOUTH : Plot of Others land
ON THE EAST : Plot of Others land
ON THE WEST : Plot of Others land

PART-I (D)

ALL THAT piece or parcel of land measuring an area about **380.524 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No.**4688,3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl.

District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5115	3980 (GLF Projects Limited)	00.62 Decimals
5120		00.007 Decimals
5170		01.60 Decimals
5171	&	02.60 Decimals
5172	4688 (Nicky Commercial Private Limited)	12.27 Decimals
5173		12.23 Decimals
5174	&	117.80 Decimals
5175	4595 (Jamal Uddin Molla)	115.89 Decimals
5179		27.56 Decimals
5180	&	25.907 Decimals
5181	4606 (Nitu developers private limited)	19.58 Decimals
5172/5202		32.69 Decimals
5175/5229		11.77 Decimals

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land
ON THE SOUTH : Plot of Others land
ON THE EAST : Plot of Others land
ON THE WEST : Plot of Others land

PART-II (A)
(DESIGNATED UNIT)
(UNDER CONSTRUCTION)

ALL THAT the flat being Duplex / Bungalow / Row House No.containing a carpet area of **Square feet** more or less along with balcony area of **square feet** more or less and a total built-up area of Duplex / Bungalow / Row of **Square feet** and a total **Super Built Up Area** of**square feet** more or less on the **floor** of the

..... of the namely “.....” at the said premises and shown in the Duplex / Bungalow / Row Plan annexed hereto duly bordered thereon in “RED” .

PART-II (B)
(Description of the Parking Space to be used)

Right to use of 1(One) No. of Car Parking Space (.....) of medium size of the Project, known and identified as **GARDENIUM** of medium size Motor Cars and/or two wheelers only and the Purchaser(s)/Allottee (s) shall not be entitled to use said Parking Space for his/her/their other purposes .

SCHEDULE – C
PART - I
PAYMENT PLAN FOR “TOTAL PRICE”

The said total consideration of Duplex / Bungalow / Row House including GST Rs./- (RupeesOnly) shall be paid by the Allottee to the Promoter in instalments as follows:

Sl. No.	Particulars	Amount (in Rupees) (Excluding GST)	Amount (in Rupees) (GST)	Amount (in Rupees) (Including GST)
1	10% of Duplex / Bungalow / Row House and Car Parking Value as booking money before the execution of this Agreement;/-/-/-
2	10% of Duplex / Bungalow / Row House and Car Parking Value as earnest money on execution of this Agreement hereof;/-/-/-
3	20% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of Foundation of the Designated Block;/-/-/-

4	10% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of Ground floor roof casting of the Designated Block;/-/-/-
5	10% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of 1st floor roof casting of the Designated Block;/-/-/-
6	10% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of Brick work of the Designated Block;/-/-/-
7	10% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of Flooring of the Designated Block;/-/-/-
8	10% of Duplex / Bungalow / Row House and Car Parking Value as further earnest money on the completion of Electrical and Plumbing line of the Designated Unit;/-/-/-
9	10% of Duplex / Bungalow / Row House and Car Parking Value along with Transformer charges, Generator Charges, Maintenance Charges for One Year after Possession, Association Formation Charge and Corpus Deposit being the balance consideration at the time of offering possession/-/-/-
TOTAL	/-/-/-

Name _____

Allottee:
Signature _____

Signature _____

Promoter:

Signature _____

Name _____

Vendors:

Additional Disclaimer not conflicted with RERA

SCHEDULE -D

SPECIFICATION FOR THE DUPLEX, BUNGALOW & ROW HOUSE

I. **STRUCTURE:** The project shall be constructed with RCC structure in accordance with the plan and drawing prepared by the Architects and sanctioned by The, North 24-Paraganas, West Bengal.

II. **FLOORING** :

MAIN LOBBY OF DESIGNATED BLOCK	:	Marble/Tiles/Kota
FLOOR LOBBIES OF DESIGNATED BLOCK	:	Ceramic Tiles
STAIRCASE	:	Kota Stone/Marble/Tiles/IPS

III. **UNIT** :

1. Flooring of Living Dining

and all bedrooms : Vitrified tiles

2. Walls : Brick / RCC with Putty finish

3. Kitchen : Vitrified Tiles flooring and Granite Kitchen top and Stainless Steel Sink and Dado of ceramic tiles up to 2 Ft.

4. Bathrooms : Flooring of Anti-skid Ceramic Tiles, Dado of ceramic tiles upto 6ft

5. Doors : Flush Doors

6. Locks : Only main door will be provided with lock

7. Windows : Aluminium Sliding / UPVC Windows

- 8. Electrical : Concealed wiring
- 9. Plumbing : Concealed pipes, Sanitary wares in toilet.

SCHEDULE -E

SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT

- 1. Land comprised in the said Premises.
- 2. Entrance and Exit Gate of the said Premises.
- 3. Landscape paths passages and driveways in the said premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- 4. Entrance Lobby for each of the Tower.
- 5. Staircase, Lobbies and landings of all the Towers.
- 6. Ultimate Roof of the Towers.
- 7. One lift in each Duplex Building.
- 8. Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
- 9. Landscape area.
- 10. Pathways
- 11. Jogging track/walkways
- 12. CCTV Surveillance System
- 13. Community Hall
- 14. Club Facilities (At Additional Cost)

15. Water waste and sewerage evacuation pipes and drains from the several Duplex / Bungalow / Row House to the drains through Septic tank.
16. DG Set, its panels, accessories and wirings and space for installation of the same.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

JUPITER DEVELOPERS

Partner

JUPITER

Partner

MR. RANJIT BANERJEE

As Constituted Attorney of GLF Projects Limited, Nicky Commercial Private Limited, Nitu Developers Private Limited, Jamal Uddin Molla

SIGNATURE OF THE OWNERS

JUPITER DEVELOPERS

2.

Partner

SIGNATURE OF THE PROMOTER

SIGNATURE OF THE PURCHASER(S)

Prepared and Drafted by me

MEMO OF CONSIDERATION :-

RECEIVED of and from within named Allottee the within mentioned sum of **Rs./-**
(Rupees **Only)** being earnest money
 out of the full consideration money as per Memo below :-

MEMO

SL. NO.	CHEQUE NO. / RTGS / NEFT / TRANSFER	DATE	BANK	AMOUNT (RS.)
1.				Rs./-
2.				
3.				
4.				
Total (Rupees Only)				Rs./-

WITNESSES:

1.

2.

**For JUPITER DEVELOPERS
AND For JUPITER**

Rampal Singh
Partner

JUPITER DEVELOPERS

Partner

SIGNATURE OF THE PROMOTER