

ANNEXURE-A
[SEE RULE- 9]

AGREEMENT FOR SALE

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

BY AND BETWEEN

(1) MRS. REHANA KHAN, (PAN-AAJPP9468Q), wife of Nawab Allahuddin Ahmed Khan, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of Amin Villa Palace, Post Office-Loharu, Police Station- Loharu, District-Loharu, Haryana-127201, **(2) MRS. AFSANA MARWAH, (PAN-AAOPM1920M)**, wife of Major S. P. Marwah, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 297, Forest Lane, Nebsarai, Sainik Farm, Post Office-Saket, Police Station-Nebsarai, New Delhi-110068, **(3) MRS. FAIZANA KHAN, (PAN-AASPK9632D)**, wife of Farrukh Khan, by faith-Islam, by Nationality-Indian, by occupation- Home Maker, resident of Rahat Manzil, Marris Road, Post Office-Civil Lines, Police Station-Civil Lines, Aligarh, Uttar Pradesh-202001, **(4) MRS. FARHAT SALAHUDDIN, (PAN-DHNPS7093L)**, wife of Farook Salahuddin, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 175, Patliputra Colony, Post Office-Patliputra, Police Station- Patliputra, Patna, Bihar-800013, **(5) MRS. ALMAS HUSSAIN, (PAN- ABCPH0038G)**, wife of Syed Manzer Hussain, by faith-Islam, by Nationality-Indian, by occupation-Home Maker, resident of 2A, Akshara Petals, 19B, Broad Street, Post Office-Ballygunge, Police Station-Karaya, Kolkata-700019 acting through its Constituted Attorney, **ARQAM SAMI, (PAN-NLIPS2373N)**, son of Md Samiuddin, by faith-Islam, by occupation-business, residing at Premises No. 24B, Abdul Halim Lane, Post Office Park Street & Police Station-Taltola, Kolkata-700016, being designated Partner of **KZAR BUILDCON LLP, (LLPIN-ACD-9529)**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office & Police Station Park Street, Kolkata-700016 appointed vide Development Power of Attorney dated 27th June 2024 registered in the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2024, Page from 475393 to 475418, Being No. 190408957 for the year 2024, hereinafter collectively called and referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **FIRST PART**

AND

_____, son of _____, aged about ____ years, by faith _____, by occupation Business, being Citizen of India and residing at _____ under Post Office _____ and

Police Station _____ hereinafter called and referred to as the **“ALLOTTEE/PURCHASER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and or assigns) of the **SECOND PART**

AND

KZAR BUILDCON LLP, (LLPIN-ACD-9529), a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office & Police Station Park Street, Kolkata-700016 represented by its Designated Partner **ARQAM SAMI, (PAN-NLIPS2373N)**, son of Md Samiuddin, by faith-Islam, by occupation-business, residing at Premises No. 24B, Abdul Halim Lane, Post Office Park Street & Police Station-Taltola, Kolkata-700016, hereinafter called and referred to as the **“PROMOTER/DEVELOPER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **THIRD PART**.

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

include his/her heirs, executors administrators, successors-in-interest and permitted assignees).

(OR)

The Promoter and allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS

- A. **“Owner/Vendor”** shall mean M/S. 1. Mrs. Rehana Khan, 2. Mrs. Afsana Marwah, 3. Mrs. Faizana Khan, 4. Mrs. Farhat Salahuddin, 5. Mrs. Almas Hussain ,, and their heirs, executors, administrators, legal representatives and or assigns.
- B. The said land is earmarked for the purpose of building a residential and commercial purpose project, comprising B+G+5 Stories apartment buildings and the said project shall be known as **KALIM RIOYALE”(Project)”**;

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.

- C. 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;
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated Building Permit Number: **2023060003** dated 05.04.2023.
- E. The promoter has obtained the final layout plan, approvals for the Project from Kolkata Municipal Corporation. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at West Bengal no. _____; on _____ under registration.
- G. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. ___ having carpet area of _____ square feet, type _____, on ___ floor in _____ along with garage /closed parking] as permissible under the applicable law and of pro rata share in the **common areas (“common Areas”)** as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the **“Apartment”** more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. **(please enter any additional disclosures/details)**
- J. 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;

K. 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;

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

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

WHEREAS

- A. By virtue of a registered Deed of Conveyance dated 24th June, 1946, Miss Marie Denis (formerly known as Moselle David), Miss Diana David and Miss Esther David, as vendors, sold, conveyed and transferred ALL THAT the piece and parcel of land measuring about 12 Cottahs, 5 Chittaks and 12 Sq. ft. be little more or less together with 2 storied brick built and 3 storied building situated therein being the then municipal premises No. 57 (formerly No. 53), Elliot Road, Police Station Park Street, Kolkata-700016, Ward No. 61 (more fully described in the-First Schedule hereunder written) hereinafter referred to as the "said Property" to (1) Mr. Golam Kabir and (2) Nawabzadi Zaibunnessa on valuable consideration and the said Deed was registered before the Registrar at Calcutta and recorded in Book No. I, Volume No. 62, Pages 136 to 149, Being No. 2221 for the year 1946.
- B. After purchasing the aforesaid property, said Golam Kabir and Nawabzadi Zaibunnessa constructed two more floors in the existing structures situated therein. Another structure of ground plus three was added subsequently.
- C. The aforesaid building consists of several flats and/or units and the same are let out to several tenants and accordingly, the entire property is under the occupation of the respective tenants therein.
- D. Golam Kabir and Nawabzadi Zaibunnessa had five daughters, namely Mrs. Rehana Khan, Mrs. Afsana Marwah, Mrs. Faizana Khan, Mrs. Farhat Salahuddin and Mrs. Almas Hussain.
- E. Nawabzadi Zaibunnessa, during her life time, bequeathed her shares in respect of the aforesaid property to her aforesaid five daughters in the year 2001 and accordingly, their names have been duly mutated in the record of the Kolkata Municipal Corporation jointly with said Golam Kabir.

- F. Said Golam Kabir also died on 18th February, 2016 and accordingly, his right title and interest also devolved upon his said five daughters being the present Owners hereof, who jointly inherited the aforesaid property and mutated their names in the record of the Kolkata Municipal Corporation.
- G. The entire property is let out to different tenants and since all the tenants therein are very old tenants, the rental income thereof is also very meager and, as such, the present Owners desire to get the aforesaid property developed by constructing a multi-storied building thereon.
- H. The Owners entered into a Development Agreement dated 23rd day of March 2019 with one A.M. Construction hereinafter referred to as the "1st Developer" (a sole proprietorship concern, represented by its proprietor Mohammad Samiuddin) duly registered in the office of the Additional Registrar of Assurance-II, Kolkata in Book No. I, Volume No. 1902-2019, Page from 39670 to 39732, Being No. 190201083 for the Year 2019 hereinafter referred to as the "1st Development Agreement" whereby and where under the Owners have engaged, appointed, authorized, allowed, permitted and empowered the Developer therein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multistoried building in accordance with the Building Plan entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.
- I. The Owners thereafter executed a General Power of Attorney dated 23rd day of March 2019 duly registered in the office of the Additional Registrar of Assurance-II, Kolkata in Book No. I, Volume No. 1902-2019, Page from 39733 to 39765, Being No. 190201084 for the Year 2019 hereinafter referred to as the "1st General Power of Attorney" thereby appointing the 1st Developer as their Attorney for obtaining sanction plan of the proposed building or other necessary permission from the office of the Kolkata Municipal Corporation and/or other statutory and/or non-statutory authorities and to do or execute the construction of the said proposed building at the said premises.
- J. Pursuant to and in terms of the said Development Agreement the said 1st Developer obtained sanction of Building Plan bearing B.P. No-2023060003 dated-05/04/23 from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+XII floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises. However due to health conditions of Mr. Mohammad Samiuddin, Sole Proprietor of AM Construction and scarcity of required resources the said 1st Developer could not commence the construction of the said new building at the said premises and expressed his intention for cancellation of the 1st Development Agreement and revocation of the 1st General Power of Attorney.
- K. The said "1st Development Agreement" was cancelled on 27th day of June 2024 duly registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. _____, Volume No. _____ - _____, Page from _____ to _____, Being No. 8952 for the Year 2024 and "1st General Power of Attorney" was revoked on 27th day of June 2024 duly registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. _____, Volume No. _____ - _____, Page from _____ to _____, Being No. 8954 for the Year 2024.
- L. The present Developer/Promoter expressed its intention for developing the aforesaid property in accordance with already sanctioned building plan bearing B.P. No-2023060003 dated-05/04/23 and on being approached by the Developer, the Parties of the First Part being the Owners in

respect of the aforesaid property agreed to get the same developed on area allocation basis as mentioned hereinafter.

- M. The Owner/Vendor entered into a Joint Venture Development Agreement dated 27th June 2024 with the Promoter/Developer herein being one of the known high ranking real estate developer and promoter in the city registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2022, Page from 595784 to 595839, Being No. 190408955 for the Year 2024 hereinafter referred to as the "said development agreement" whereby and where under the Owner/Vendor have engaged, appointed, authorized, allowed, permitted and empowered the Promoter/Developer herein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multistoried building in accordance with the Building Plan which has been sanctioned under the provisions of The Real Estate (Regulation and Development) Act 2016, and Building Rules framed there under entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.
- N. Pursuant to and in terms of the said Development Agreement the Developer obtained sanction of Building Plan bearing B.P. No- **2023060003** dated-**05-04-2023** from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+12 floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly commenced the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction would be completed in accordance with the aforesaid sanctioned building plan at the Developer's own costs, expenses and responsibility.
- O. By virtue of aforesaid the Owner/Developer is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No. _____** containing by estimation carpet area of _____ **square feet**, built up area of _____ **square feet**, more or less, with one balcony containing by estimation carpet area of _____ **square feet**, more or less, comprising of ____ (_____) Bedrooms, ____ (_____) Living cum-Dining Hall, _____ (_____) Kitchen, _____ (_____) Bath-cum-Privy with tiles flooring located on the _____th **floor** and the right to use **one open/covered car parking** space on the ground floor of the said building named as "**KALIM ROYALE**" on the land comprised in Premises No. 57 Elliot Road Kolkata-700016, within Police Station Park Street, as more fully and particularly described in the **Schedule - B** hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROPERTY**.
- P. The said property/land is earmarked for the purpose of building a residential project comprising multistoried apartment building/buildings and the said project shall be known as "**KALIM ROYALE**".
- Q. The Owner and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and Promoter regarding the Said Land on which Project is to be constructed have been completed.
- R. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated- 05-04-2023 bearing registration no. **2023060003**.
- S. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, building, from the Kolkata Municipal Corporation. 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.

- T. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata having registration No. _____ dated _____.
- U. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, covered/built up area of _____ square feet, type ____ BHK with one balcony having carpet area of _____ square feet, on ____th floor in [tower/block/building] no. 1 ("Building") along with the right to use **one open/covered car parking space** on the ground floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule II and the floor plan or the apartment.
- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- W. 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.
- X. 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.
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/open or covered parking (if applicable) as specified in para-V.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph V;
- 1.2 The Total Price for the Apartment based on the carpet/built up area is **Rs. /- (Rupees) only ("Total Price")**

Z.

1. TERMS:

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

1.2 The Total Price for the apartment based on the carpet area is Rs. _
_____(Rupees _____ only (“**Total Price**”))

Block/Building/Tower No. _____ Apartment No._____ Type_____ Floor_____	Rate of Apartment per Square feet

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
Garage/Closed Parking – 2	Price for 2

Explanation:

- (i) The total Price above includes the booking amount paid by the allottee to the Promoter towards the apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter) up to the date of handing over the possession of the apartment: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/ modification;
- (iii) The promoter shall periodically intimate to the Allottee, the amount payable as stated in (i), above and the Allottee shall make payment within 30(thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective:
- (iv) The Total price of apartment includes: 1) Pro rata share in Common Areas; and 2) _____garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

C("Payment Plan").

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

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

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use

the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

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

1.9 That It is made clear by the Promoter and the Allottee agrees that the apartment along with

_____garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project according to the concerned Act, Rules, Regulation & By Laws in respect thereof.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside

the Project, namely _____ shall not form a part of the declaration to be filed with the

Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or

any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum _____, (Rupees_____only) as booking amount being part of Rs _____ payment towards the Total Price of the apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of _____

apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment plan through A/C payee cheque /demand draft or online payment(as Applicable) in favour of _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any

Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter Shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT

The Allottee has seen the specifications of the apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said apartment: The promoter agrees and understands that timely delivery of possession of the apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the apartment on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF (APARTMENT/PLOT): Upon receiving a written intimation from the promoter as per clause 7.2, the Allottee shall take possession of the (Apartment/Plot) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the (Apartment/Plot) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such allottee shall

continue to be liable to pay maintenance charges as applicable.

7.4 POSSESSION BY THE ALLOTTEE- After obtaining the occupancy certificate and handing over physical possession of the (Apartment/plot) to the Allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans including common areas, to the association of the Allottees or the competent authority, as the case may be as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, 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 provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the (Apartment/Plot) (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the (Apartment/Plot), with interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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 rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- III. There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- IV. There are no litigations pending before any court of law with respect to the said Land, Project or the [Apartment/Plot];
- V. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law. Further the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and (Apartment/Plot) and common areas;
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of Allottee created herein, may prejudicially be affected;
- VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said (Apartment/Plot) which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement;
- IX. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the (Apartment/Plot) to the Allottee and the common areas to the Association of the Allottees;
- X. The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- XI. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project to the competent Authorities;
- XII. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said land and/or the project;
- XIII. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provides ready to move in possession of the (Apartment/Plot) to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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 penal interest; or

(ii) the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate 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 [Apartment/Plot].

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

(i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in

that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE ODF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the (Apartment/ Plot) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas within 3(three) months from the Issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT:

The Promoter shall be responsible to provide and maintain essential service in the Project till the taking over the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the (Apartment/Plot).

12 DEFECT LIABILITIES:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge. Within 30(thirty) days,

and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15 USAGES:

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

allottees formed by the Allottees for rendering maintenances service.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above , the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/ Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in fit and proper condition and ensure that the support, shelter etc. of the Building is not any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement materials etc. on the face/ facade of the Building or anywhere on the the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy materials in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs

which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/
her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHANGE:

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

20. THE WEST BENGAL APARTMENT OWNERSHIP ACT,1972.

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

21. BINDING EFFECT:

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

the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended with the written consent of the parties.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the allottee in not making payments as per the payment plan (Annexure 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.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place, which may be mutually agreed between the promoter and the Allottee in _____ 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. Hence this Agreement shall be deemed to have been

executed at

_____.

30. NOTICES:

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

_____ (Name of Allottee)

_____ (Allottee Address)

M/s DISTIKON ESTATES PRIVATE LIMITED (Promoter name)

ADDRESS:-] 61/29/N3, N.S.B Road, Raniganj, P.O & P.S. Raniganj, Sub- Division Asansol, Dist: Paschim Bardhaman, West Bengal-713347 (Promoter Address)

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

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness,

signing as such on the day first above written.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For & on behalf of

MRS. REHANA KHAN

MRS. AFSANA MARWAH

MRS. FAIZANA KHAN

MRS. FARHAT SALAHUDDIN

As Constituted Attorney

Please affix
Photographs and
Sign across the
photograph

ARQAM SAMI

KZAR BUILDCON LLP

(Designated Partner)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/Purchaser: (including joint buyers)

Signature _____

Name:

Address:

Signature _____

Name:

Address:

Please affix
Photographs and
Sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer/ Promoter:

Signature _____

Name: **KZAR BUILDCON LLP**

Address: 63, Rafi Ahmed Kidwai Road

Please affix
Photographs and
Sign across the
photograph

At Kolkata on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted and prepared by:

(BHUPENDRA GUPTA)

Advocate

HIGH COURT AT CALCUTTA

Enrolment No. WB/98/2001

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

SCHEDULE – D AS REFERRED TO ABOVE

SCHEDULE 'A' ABOVE REFERRED

TO :

Description of Land and Premises

ALL THAT piece and parcel of land measuring about 12 Cottahs 5 Chittaks and 12 Square Feet be little more or less, together with G+XII storied residential building (under construction) thereon the same being comprised in and being part and portion of and being situate and lying at Premises No. 57 Elliot Road Kolkata-700016 within Police Station Park Street & municipal limits of the Kolkata Municipal Corporation Ward No.061 and butted and bounded as follows: -

On the North by : Premises No. 47, Elliot Road;
On the South by : Elliot Road;
On the East by : Premises No. 59 Elliot Road and
On the West by : Premises No. 55 Elliot Road.

SCHEDULE 'B' ABOVE REFERRED

TO:-

(Description of the said Property)

ALL THAT one self contained residential **Flat No.** _____, containing by estimation carpet area of _____ **square feet**, built up area of _____ **square feet**, more or less, with one balcony containing by estimation carpet area of _____ **square feet**, more or less, CAM being _____ square feet, consisting of ____ (_____) Bedrooms, ____ (_____) Living cum-Dining Hall, ____ (_____) Kitchen, _____ (_____) Bath-cum-Privy with tiles flooring located on the _____th **floor** and the right to use **one open/covered car parking space** on the ground floor of the said building named as "**KALIM ROYALE**" situate lying at Premises No. 57 Elliot Road Kolkata-700016 within Police Station Park Street & municipal limits of the Kolkata Municipal Corporation Ward No.061.

SCHEDULE 'C'

SCHEDULE- C AS REFERRED TO ABOVE

(Showing the Mode of Cheque Payment/Payment Plan)

Sl. No.	Particulars	Consi d-eratio n	Installment				GST	Total Amount Payable
			Utilit y Char ges	Ancill ary Expen ses	ADDIT I- ONAL	Consideratio n Amount		
1	On Booking & Before Agreement	5%						
2	After Completion of the agreement (15 days)	5%		50%				
3	On Completion of Piling/foundation	10%						
4	On Completion of 2 nd floor casting	10%						
5	On Completion of 4 th floor casting	10%						
6	On Completion of 6 th floor casting	10%						
7	On Completion of 8 th floor casting	10%						
8	On Completion of 10 th floor casting	10%						
9	On Completion of 12 th floor casting	10%						
10	On Completion of brickwork of flat booked	5%	50%		50%			
11	On Completion of flooring of flat booked	5%						
12	On Completion of all sanitary fittings and flush doors	5%	50%	50%	50%			
13	On Possession/ or registration (whichever is earlier)	5%						
	Total	100%	100%	100%	100%			

Cheque/DD in favour of "KZAR BUILDCON LLP PARK ROYALE COLLECTION ACCOUNT"

SCHEDULE – D AS REFERRED TO ABOVE

(Showing the Specification of work/Specifications, amenities, facilities of the apartment at the said project)

Wall	:	Plaster of Putty should be done in all the rooms and in all the walls of the Flat including Verandah and lobby and stair-case.
Window	:	UPVC sliding window fitted with glass.
Floor	:	The floor of the entire flat will be finished with vitrified tiles.
Doors	:	All Doors with Wooden frame of Sal-wood of standard size. All Doors will be flush type door with Night Latch in the main door.
Toilet	:	Ceramic tiles up to door height, white sanitary ware of reputed make, CP fittings and sanitary of Parryware/Hindware/Jaquar or equivalent make.
Kitchen	:	Granite Counter, Steel Sink, Dedo of ceramic tiles upto 2ft. from the granite top.
Sanitary Installations	:	P.V.C. (Supreme/Prince) and P.V.C., Ori-Plast Pipe.
Water Supply	:	Municipal Supply – Underground Reservoir and Over-head Reservoir and a set of water pumps and electric-motor.
Electrification	:	Full concealed wiring/surface wiring with copper wire and plastic board finish. Two Light Point in each room with One Fan point and Two Light point each in Bathroom and Kitchen.
Swimming Pool	:	One Swimming Pool shall be provided on the Roof.
Compulsory	:	Telephone point and T.V. Point in drawing room.
Lift	:	2 Nos. Lift of standard size shall be installed.

