

AGREEMENT FOR SALE

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


By and Between

SAUMISH CHANDRA ROY [PAN ACWPR7450B, Aadhaar No.] son of Late Sourish Chandra Roy, by faith - Hindu, by nationality Indian, by Occupation - Businessman residing at 2, Bright Street, Police Station - Karaya, Post Office - Ballygunge, Kolkata - 700 019, represented by his Constituted Attorney, Harsh Jain [PAN No.ACLP]5319, Aadhaar No.] son of Mahendra Kumar Pandya, by faith Jain, by nationality Indian, by occupation Business and residing at 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, P.S. Ballygunge, Kolkata-700 019, hereinafter referred to as the "**OWNER**" (which term or expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, legal representatives, executors, administrators and/or assigns) of the **FIRST PART**.

AND

ARRJAVV BUILDER PVT. LTD.

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Authorized Signatory

ARRJAVV BUILDERS PRIVATE LIMITED [PAN AAMCA3441L], a private limited company incorporated under the provisions of the Companies Act, 1956 as extended by the Companies Act 2013, having its registered office at 54A, Sarat Bose Road, Police Station - Ballygunge, Kolkata - 700 019, represented by its Director/Authorised Signatory Harsh Jain [PAN No.ACLPJ5319, Aadhaar No.] son of Mahendra Kumar Pandya, by faith Jain, by nationality Indian, by occupation Business and residing at 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, P.S. Ballygunge, Kolkata-700 019, vide Board Resolution dated 20th October 2022, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, having PAN _____, having CIN _____), a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar No._____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, 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, and permitted assigns), of the THIRD PART;

[OR]

[If the Allottee is a Partnership]

_____, having PAN _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Authorized Partner _____, having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the THIRD PART.

[OR]

[If the Allottee is a HUF]

_____, having PAN _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the "ALLOTTEE(S)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

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

WHEREAS:

- A. The Owner and Promoter have represented to the Allottee(s) that:
- (i) The Owner is the absolute and lawful Owner of the property more fully described in Part - I of Schedule "A" (hereinafter referred to as "the Said Property").
 - (ii) The particulars of the title of the Said Property are more fully described in Part - II of Schedule "A" hereto (hereinafter collectively referred to as "the Devolution of Title")
 - (iii) By and under the Development Agreement dated 26th July, 2017, made between the above-named Owner as Owner therein and the Promoter hereto as Developer therein and registered with the office of Additional Registrar of Assurances-I, Kolkata, in Book No I, Volume No. 1901-2017, Pages 180725 to 180792, Being No 190105073 for the year 2017 and an Award dated the 28th April, 2022 by the Arbitral Tribunal comprising of Bhaskar Bhattacharya, Former Chief Justice, Gujarat High Court, Presiding Arbitrator, Subhro Kamal Mukherjee, Former Chief Justice, Karnataka High Court, Arbitrator and Samrat Sen, Senior Advocate, Arbitrator passed as per Memorandum of Settlement dated the 24th April, 2022 made between the abovenamed Owner as claimant therein and the Promoter hereto as respondent and the same submitted before the said Arbitral Tribunal, the Owner had granted the exclusive right of development in respect of the "said Property" pursuant to the Building Plan to be sanctioned by the Kolkata Municipal Corporation and commercial exploitation thereof on the terms and conditions mentioned therein (hereinafter referred to as the said "Development Agreement").
- B. The Said Property is earmarked for the purpose of building a residential project, comprising of

multistoried apartment buildings and the said project shall be known as "Arrjavv Nadia" ("Project");

- 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 Promoter had applied for and obtained sanction of the building plan vide Plan No. 2023070217 dated 12/02/2024, from the Kolkata Municipal Corporation (hereinafter referred to as the "**said Plan**") and shall include all alterations and/or modifications made thereto from time to time and as permitted by the Act and Rules) and commenced construction of tower having residential project comprising of **(G+ 34) ground plus Thirty Four** upper floors and various car parking spaces (hereinafter referred to as the "**Buildings**") comprising of several apartments, common areas and other facilities and altogether known as "**Arrjavv Nadia**" ("**Project**"). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9(3) of the Rules and other laws as applicable.
- E. The _____ has granted the commencement certificate to develop the Project vide approval dated bearing no. _____ ;
- F. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("Authority") on under Registration No.
- G. The Allottee(s) had applied to the Promoter for allotment of an Apartment in the Project ("**Application**"), the Promoter has provisionally allotted in favour of the Allottee(s) All That the Apartment described in **Part - I of Schedule "B"** hereunder written ("**Said Apartment**") together with the permission to use such number(s) of car parking space(s) to be identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Schedule "B"** hereunder written ("**Car Parking Space**") for the parking of car(s) owned by the Allottee within such space(s), and further subject to the Allottee making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, (Said Apartment together with the Said Store Room and permission to park car(s) by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, mentioned in **Part - III of Schedule "B"** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Schedule "D"** hereto).
- 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. Allottee(s) has caused necessary due diligence and satisfied himself/herself/themselves/itself about the rights, title and interest of the Owner and the Promoter in respect of the Said Property and the Project proposed to be developed thereat and has also inspected the title documents of the Owner and the Developer and all legal incidents, compliances and non-compliances (if any) and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever and howsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee(s) has also inspected the said Plan, layout plans along with specifications approved by the competent authority for the Buildings and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.
- 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:

1. TERMS:

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 and are as follows:

- (i) Freehold interest in respect of the Apartment No. having carpet area of Sq. Ft. (built up area of Sq. Ft) on the floor of Arrjavv Nadia (" Said Building") along with verandah/balcony (if any) having Carpet area of Sq. Ft and along with Exclusive Open terrace(if any) having

- Carpet area of Sq. Ft more fully mentioned in Part I of Schedule B hereto and delineated in the map or plan in Red Colour annexed hereto being "Annexure A2".
- (ii) The right to park Nos. of light motor vehicles at the designated parking areas as sanctioned by the concerned authority in the MLCP/Covered for parking a motor car (s) as permissible under the applicable laws, and more fully described in Part II of Schedule B below.
- (iii) The variable indivisible proportionate share in the common Portions of the Said Building as mentioned in Schedule D hereunder in which the apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that tower, which proportion shall be the proportion at any point of time of the area of said Apartment to the aggregate area of all apartments in that Tower at such point of times.
- (iv) The right to use on a non-exclusive basis all areas appurtenant to the Said Building and such other areas as mentioned in of Schedule D hereunder (Common Portions) and its infrastructures, to be used and enjoyed in common with the occupiers of the Project Arrjavv Nadia (not only of the segment in which the said Apartment belongs but also of all other segments, both presently existing or which may at any point of time hereafter be constructed on the said Property) in terms of the master plan attached herewith as Annexure "A1" (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Promoter in terms of the then final master plan.
- (v) Proportionate, variable undivided and impartible interest in the said property comprised in the Said Building and the Common Portions, in the proportion the area of the said Apartment bears to the total area of all the apartments in Project Arrjavv Nadia at any point of time.

The Total Price for the Apartment based on the carpet area is Rs. /- (Indian Rupees only) ("Total Price") as also mentioned in hereunder written, break up whereof is as follows:

Sl. No.	Description	Amount (In INR)
A	Unit Price:	
	a) Cost of Unit	Rs./-
	b) Cost of Balcony area, if any.	Rs./-
	c) Cost of Open Terrace areas, if any.	Rs./-
	d) Nos. of Car Parking	Rs./-
Sub Total – (A)		
B	Extra Charges & Deposits	
	Club Membership charges @ Rs. per Sq. Ft. Carpet Area	Rs./-
	Generator charges @ Rs. per KVA for KVA	Rs./-
	Transformer & Electricity charges @ Rs. per Sq. Ft. Carpet Area	Rs./-
	Legal Charges	Rs./-
	Formation of Association	Rs./-
	Maintenance Deposit Rs. per Sq. Ft. Carpet Area (i.e. Rs. / Sq. Ft. per month for 1 year)	Rs./-

	Sinking Fund Deposit Rs. per Sq. Ft. Carpet Area	Rs./-
	Sub Total – (B)	
C	Total GST – (C)	Rs./-
	Total Price (A + B + C)	Rs./-

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 the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vi) The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
- (vii) The Promoter shall not allow any rebate for early payments of installments payable by the Allottee.

- (viii) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said 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.

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 the 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.
- (iv) 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.

- (v) It is understood by the Allottee that no other areas and i.e. areas and facilities falling outside the Project, namely Arrjavv Nadia shall form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972
- (vi) 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.
- (vii) The Allottee has paid a sum of **Rs _____**, (**Rupees: _____ only**) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**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 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 ' Promoter ' payable at Kolkata.

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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other

applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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 the essence differ 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 _____ and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

- (i) **Schedule for possession of the said Apartment:** The Promoter agrees and 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, 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.
- (ii) **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- (iv) **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees

or the competent authority, as the case may be, as per the local laws.

(v) **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owners have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project/ Said Property;
- (iii) There are no encumbrances upon the Said Property or the Said Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Property, Said Project or the Said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to

perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Property, including the Said Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer 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 specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (two) 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 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated (provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination).

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, for and on behalf of the Owners, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/ completion certificate, as the case may be, to the Allottee.

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 / SAID PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment to the extent as mentioned in point b7 of Clause-1 of this agreement. If the Promoter is required to maintain the Said

Building/Apartments beyond the period as mentioned in point 2 of Clause-7 of this agreement, the cost of such maintenance shall be charged separately from the allottees/ owners of the Apartment.

The Common Areas and Installations shall in the exclusive control, management and administration of the Developer herein who shall be the Maintenance In-charge till the handing over of the maintenance of the Project to the Association. The Developer herein may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 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 , Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees.

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

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/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/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any

defect.

15. USAGE OF SERVICE AREA

Use of Service Areas: The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

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

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 or place any heavy material in the common passages or staircase of the Said Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned 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 the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 bears to the total carpet area of all the Apartments 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 for self and on behalf of the Owners, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata 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 Kolkata.

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 sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

ARRJAVV BUILDERS PRIVATE LIMITED,

Premises No.54A, Sarat Bose Road, Police Station - Ballygunge, Kolkata – 700 019;

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, 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.

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

34. MISCELLANEOUS:

1. COMMON AREAS AND SPECIFICATIONS:

The Parties have agreed that the Promoter shall provide the Project with Common Areas as mentioned in **Schedule D** below and Specifications as mentioned in **Schedule E** below.

2. NOMINATION/TRANSFER BY THE PURCHASER:

The Purchaser herein may, with the prior consent in writing of the Developer herein and against payment of a sum of Rs. 100/- (Rupees One Hundred) plus applicable Taxes per Square Foot of the carpet area in respect of the Designated Unit in advance to the Developer herein, get the name of his nominee substituted in his place and stead in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser herein 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 Purchaser herein or his/her/their nominee/s.

The Purchaser herein shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser herein to the Developer herein in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser herein from the Developer herein.

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

SIGNED, SEALED AND DELIVERED by the
said **VENDOR** in the presence of: -

1.

2.

SIGNED, SEALED AND DELIVERED by the
said DEVELOPER/ PROMOTER in the
presence of: -

1.

2.

SIGNED SEALED AND DELIVERED by the
said ALLOTTEE(S)/ PURCHASER(S) in the
presence of: -

1.

2.

SCHEDULE "A"

PART - I

("said Property")

All That piece or parcel of land containing by measurement an area of 3(THREE) Bighas 16 Cottah 1 Chittacks 31.43 sq ft be the same a little more or less together with 2(two) storied building, outhouse and other structures lying erected and/or built thereat commonly known as "NADIA HOUSE" situated at Municipal Premises No.2, Bright Street, P.S. Karaya, Ward No.65, Kolkata – 700 019, butted and bounded in the manner following:-

On the North	:	By Premises No.42, Jhowtalla Road;
On the South	:	By Bright Street;
On the East	:	By Premises No.2/1/1A, Bright Street;
On the West	:	By partly Jhowtalla Road and partly Syed Amir Ali Avenue;

PART - II

[DEVOLUTION OF TITLE]

- A. By a registered Indenture of Conveyance dated 9th October 1920 (hereinafter referred to as the **1920 Deed**) and made between Smt. Indira Debi therein referred to as the Vendor of the One Part and Maharaja Bahadur Kashinath Chandra Roy therein referred to as the Purchaser of the Other Part and registered at the office of the District Registrar, 24 Parganas (South) in Book No. I Volume No. 119 pages 96 to 100 Being No. 4969 for the year 1920 the said Smt. Indira Debi sold transferred and conveyed unto and in favour of the said Maharaja Bahadur Kashinath Chandra Roy **All That** the piece or parcel of land containing by estimation an area of **4 (four) Bighas** (be the same a little more or less) **Together With** the 2 (two) storied building and other structures standing thereon commonly known as "NADIA HOUSE" bearing **Municipal Premises No.2 Bright Street, Kolkata 700 019** (more fully and particularly mentioned and described in the *Schedule* thereunder written and also in the *Part -I of Schedule "A"* hereinabove written (hereinafter referred to as the "said Property") for the consideration therein mentioned.
- B. The said Maharaja Kashinath Chandra Roy died intestate on the 22nd May, 1928 leaving behind him surviving his only son Sourish Chandra Roy as his only heir and/or legal representative, who had solely and absolutely inherited the estate of his deceased father as also the "said Property".
- C. The said Sourish Chandra Roy (hereinafter referred to as the "Deceased") also died on the 17th May 1996 leaving behind him surviving his widow Smt. Tusharika Roy, his married daughter Smt. Rajyasree Ganguli and his only son Saumish Chandra Roy also known as Soumish Chandra Roy as his only heirs and/or legal representatives. At or before his death the "said Deceased" had made and

published his Last Will and Testament dated 5th January 1993, whereby and whereunder he had appointed Smt. Tusharika Roy, Smt. Rajyasree Ganguli and Saumish Chandra Roy as the joint Executors/Executrix.

- D. By and under his said Will the "said Deceased" had divided the "said Property" into four parts namely **Lot "A"** containing by estimation an area of **542.50 Square Meters Together With** the building and structures standing thereon being the Northern portion of the "said Property", **Lot "B"** containing by estimation an area of **623.50 Square Meters** (more or less) together with the structures standing thereon being the West Block of the "said Property", **Lot "C"** containing by estimation an area of **3800.5725 Square Meters** (more or less) together with the building standing thereon **AND Lot "D"** containing by estimation an area of **124.1875 Square Meters** (more or less) reserved as a common passage.
- E. By and under his said Will the said Deceased gave bequeathed and devised the said **Lot "B"** unto and in favour of his son Saumish Chandra Roy, the said **Lot "A"** unto and in favour of his daughter Smt. Rajyasree Ganguly and the said **Lot "C"** unto and in favour of his wife Smt. Tusharika Roy absolutely and forever and the said **Lot "D"** to be used as a common passage.
- F. In pursuance of an application being P.L.A. No. 287 of 1999 filed in the Hon'ble High Court, Calcutta in its testamentary and intestate jurisdiction, the probate in respect of the said Will of the "said deceased" was granted appointing Smt. Tusharika Roy and Saumish Chandra Roy as the Joint Executors.
- G. By a Deed of Assent dated 10th December 1998 made between Smt. Tusharika Roy and Saumish Chandra Roy therein collectively referred to as the Joint Executors of the One Part and Soumish Chandra Roy also known as Saumish Chandra Roy therein referred to as the Beneficiary and/or legatee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta in book No. 1 Volume No. 57 Pages 77 to 88 Being No. 3189 for the year 1998 the said Executors duly assented to the transfer of the said **Lot "B"** containing by estimation an area of **623.50 Square Meters** (more or less) Together With the structures standing thereon being the Western Block of the "said Property" unto and in favour of the said Saumish Chandra Roy, the Owner herein, absolutely.
- H. By a registered Deed of Gift dated 23rd December 1998 made between Smt. Tusharika Roy therein referred to as the Donor of the One Part and Soumish Chandra Roy alias Saumish Chandra Roy therein referred to as the Donee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta in Book No. I Volume No. 7 Pages 444 to 455 Being No. 452 for the year 1999 the said Smt. Tusharika Roy out of natural love and affection which she had for her son namely the Owner herein transferred by way of Gift the said **Lot "C"** containing by measurement an area of **3800.5725 Square Meters** together with the building and structures standing thereon being the northern portion of the "said Property" and/or the entirety of her right title interest into or upon the "said Property" unto and in favour of the Owner herein absolutely and forever.

- I. In the premises aforesaid, the said Soumish Chandra Roy alias Saumish Chandra Roy, the Owner herein became entitled to the said **Lot "B"** and **Lot "C"** of the "said Property" excepting the said **Lot "A"**, which was bequeathed by the "said Deceased" in favour of his daughter Smt. Rajyasree Ganguli and that the said **Lot "D"** was reserved as common passage meant for common use.
- J. Disputes and differences having arisen between the said Soumish Chandra Roy alias Saumish Chandra Roy of the One Part and his sister, Smt. Rajyasree Ganguly of the Other Part, the said Smt. Rajyasree Ganguly filed an application being G.A. No. 2218 of 2012 in PLA No. 287 of 1997 before the Hon'ble High Court, Calcutta, inter alia for various reliefs relating to Lot "A" of the "said Property".
- K. Through the intervention of mutual friends and/or well-wishers and for the purpose of causing the said property to be freed of litigation, the said Saumish Chandra Roy and the said Smt. Rajyasree Ganguly decided to settle all disputes and differences on the terms recorded in the Terms of Settlement dated 25th July, 2016 and the same was filed in the proceeding pending before the Hon'ble High Court, Calcutta.
- L. Subsequently, a Memorandum of Understanding dated 28th April, 2017 ("**MOU**") was executed between the Owner herein of the One Part and the Developer Arrjavv Builders Private Limited of the Other Part, whereby the said Developer had agreed to undertake development of **All That** the divided and demarcated portion of the said entire property for the consideration and on the terms recorded in the said "MOU".
- M. The said "MOU" was duly filed in the proceeding being G.A. No.2218 of 2012, whereby the Hon'ble High Court, Calcutta passed order dated 11th May, 2017 as per the terms of the said "MOU".
- N. In pursuance of order dated 4th July, 2017 passed by the Hon'ble High Court, Calcutta, by an Indenture of Conveyance dated 26th July, 2017 and made between Smt. Rajyasree Ganguly therein referred to as the Vendor of the One Part and Saumish Chandra Roy therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, pages 162343 to 162371 being No. 190104932 for the Year 2017 the said Smt. Rajyasree Ganguly sold transferred and conveyed the entirety of the said Lot "A" and/or the entirety of her right title or interest into or upon the "said Property" unto and in favour of the said Saumish Chandra Roy for the consideration therein mentioned.
- O. In view of the above, the said Smt. Rajyashree Ganguli had ceased to have any right over and in respect of the "said Property" including **Lot "A"**.
- P. In the premises aforesaid, Saumish Chandra Roy, the Owner herein became seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of the "said Property" being "Nadia House" bearing Municipal Premises No.2, Bright Street, Kolkata - 700 019, more fully described in **Part-I of Schedule "A"** hereinabove.
- Q. Vide Gift Deed dated 02/02/2024, registered in Book No 1, Vol No 1604-2024, Pages 37217 To 37229 being No 160401225 for the year 2024, the Owner DONOR, of his own free will and accord, granted and conveyed unto the Kolkata Municipal Corporation all that piece or parcel of the splayed portion of land measuring more or less 0 Cottah 0 Chittack 63.48 Square feet corresponding to 5.898 sq.mt.

being a portion of Premises No. 2 Bright Street, Ward No - 065, Borough - VII, Kolkata - 700019, P.S.: Karaya, P.O.: Ballygunge, free from all encumbrances for the purpose of widening the common passage in front of the said Premises No. 2 Bright Street, Ward No - 065, Borough - VII, Kolkata - 700019.

R. In view of the Sri Saumish Chandra Roy the present Owner is the absolute Owner in respect of all that piece and parcel of land measuring 3 Bighas 16 Cottahs 1 Chittacks 31.43 sq ft (approx.) being Premises No. 2 Bright Street, Ward No - 065, Borough - VII, Kolkata - 700019, P.S.: Karaya, P.O.: Ballygunge.

SCHEDULE "B"

**(FLOOR PLAN ALONG WITH DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES
APPURTENANT THERETO)**

FLOOR PLAN ATTACHED SEPERATELY

PART - I

("said Apartment")

(THE PROJECT IS UNDER CONSTRUCTION)

All That the Apartment No. on the Floor of the Building/Tower being constructed on the land as a part of the Project, having a carpet area of Square Feet more or less with the respective areas of the Balcony/Verandah, being Square Feet more or less.

PART - II

("Car Parking Space")

(THE PROJECT IS UNDER CONSTRUCTION)

All That the numbers of car(s) [Podium (covered)/Ground (covered)/Covered (mechanical) Parking Space(s) at the said Project on the land as identified and designated by the Promoter for the parking of car(s) owned by the Allottee(s) within such space.

SCHEDULE "C"

[PAYMENT PLAN]

Booking Amount	9% of Total unit cost + GST (Rs. 51,00,000/- to
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	be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date application.)
On Agreement -11% of Total Unit Cost +((25% of Club + 25% Generator+ 25% transformer & Electricity + 50% of Legal charges)+ Applicable GST)	11% of the Totalunit Cost
	25% of club charges + GST
	25% of Generator charges+ GST
	25% of Transformer & Electricity + GST
	50% of legal Charges + GST
On Completion of Piling	10% of Total Unit Cost
On Completion of Foundation	5% of Total Unit Cost
On Completion of 1st Floor Roof Casting-5% of Total Unit Cost +((25% of Club + 25% Generator+ 25% transformer & Electricity)+ Applicable GST)	5% of Total Unit Cost
	25% of club charges + GST
	25% of Generator charges+ GST
	25% of Transformer & Electricity + GST
On Completion of 4th Floor Roof Casting	10% of Total Unit Cost
On Completion of 8th Floor Roof Casting	5% of Total Unit Cost
On Completion of 12th Floor Roof Casting	5% of Total Unit Cost
On Completion of 16th Floor Roof Casting	5% of Total Unit Cost
On Completion of 20th Floor Roof Casting-5% of TotalUnit Cost +((25% of Club + 25% Generator+ 25% transformer & Electricity)+ Applicable GST)	5% of Total Unit Cost
	25% of club charges + GST
	25% of Generator charges+ GST
	25% of Transformer & Electricity + GST
On Completion of 24th Floor Roof Casting	5% of Total Unit Cost
On Completion of 28th Floor Roof Casting	5% of Total Unit Cost
On Completion of 32th Floor Roof Casting	5% of Total Unit Cost
On Completion of Ultimate Roof Casting	5% of Total Unit Cost
On Completion of Service lift	5% of Total Unit Cost
On offer of Possession -5% of TotalUnit Cost + ((25% of Club + 25% Generator+ 25% transformer & Electricity+ 50% of Legal Charges +Maintenance + Sinking +Formation of Association) + Applicable GST)	5% of Total Unit Cost
	25% of club charges + GST
	25% of Generator charges+ GST
	25% of Transformer & Electricity + GST
	50% of legal Charges + GST
	Maintenance Charges + GST
	Sinking Fund
Formation of Association + GST	

SCHEDULE "D"

(COMMON AREAS/ COMMON PARTS & FACILITIES)

Entrance Lobby at the ground level of the buildings	Lobbies on all floors and staircase(s) of the buildings
Lift machine room(s) and lift well(s) of the buildings	Water reservoirs/tanks of the buildings
Water supply pipeline in the buildings (save those inside any apartment)	Drainage and sewage pipeline in the buildings (save those inside any apartment)
Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the buildings	Electricity meter(s) for common installations and space for their installation
Intercom Network in the Buildings, if any	Network of Cable TV/DTH in the Said Building, if any
Broadband connection in the buildings, if any	Firefighting system in the buildings
Lift(s) and allied machineries in the buildings	External walls of the buildings
Ultimate (Open to Sky)Roof Area	Stair Room
CCTV, if any	Amenities & Facilities in the Club
Driveways, fire tender paths, walkways and landscaped green areas	Central drainage & sewage pipeline and central water supply pipeline
Land comprised in the said Property	Banquet Hall with Washrooms & Pantry on the Ground Floor level

SCHEDULE E

[SPECIFICATIONS]

(Which Are Part of the Said Apartment)

Foundation & Structure	R.C.C. Foundation resting on cast-in-situ reinforced concrete bored piles. Earthquake Resistant RCC Framed structure with Concrete/ Masonry Walls.
Doors	Stair lobby - Fire Check Doors. Main door - Designer Flush doors. Rest all internal doors - to be installed by the buyer.
Windows & Sliding Doors	UPVC/ Powder coated Aluminium section casement/ Sliding double glazed windows (with partially fixed and partially openable shutters and glazing of appropriate thickness.
Flooring	(1) Residential units - Bare Concrete finish. (2) Ground Floor main entrance Lobby & Lift lobby - Combination of/or Imported Marble/Granite/Premium Grade Vitrified tiles/Stone/Laminated

	Wooden flooring with matching skirting. (3) Typical Floor Lift Lobbies - Bare Concrete finish. (4) Service lift lobby - Bare Concrete finish. (5) Staircases - Kota stone/Tiles /Granite /IPS/Polished Epoxy Finished floor.
Internal Walls	Reinforced concrete walls. Light Weight Concrete Blocks (AAC)/ Fly ash bricks. POP/Putty /Gypsum finish to be done by the buyer.
External Walls	Reinforced concrete walls with superior quality exterior grade paint finish.
Electrical	Single point power supply to individual units from CESC source. All internal Electricals To be done by buyers at their own cost within the said Apartment.
Toilet & Kitchen	Vertical Lines of Soil, Waste with provision at specified point in the Toilet & Kitchen, only one number of water inlet point in toilet & Kitchen will be provided in a internal service duct & all internal water line works at toilet and kitchen are done by buyer. All internal plumbing & Sanitary Pipes, Fittings & Fixtures to be installed by the flat buyer in the said Apartment.
Balcony Railing	Balcony Railing: laminated glass railing with Stainless Steel balustrade.
Air Conditioning	VRV System - At extra cost.
DG Backup	24 x7 power supply with 100 % DG back up considering VRV system at extra cost.
Fire Fighting Arrangements	Provision of adequate firefighting system as per WBFES recommendation with portable extinguishers, wet risers and sprinklers. Dedicated fire tank & pumps for the project. Fire detection & Alarm and public address system as per WBFES recommendation. Evacuation points and refuge platforms for human safety.
Elevators	High Speed Automatic Elevators with premium quality interior finish.

Receipt and Memo of Consideration

Received from the within named Allottee the within mentioned sum of Rs. _____/- (**Rupees _____ only**) towards part of the consideration for sale of the Said Apartment And Appurtenances, described in **Part III** of the **Schedule B** above, in the following manner:

Sl. No.	Mode	Dated	Bank	Amount (Rs.)
1.	Cheque No. _____	_____	____ Bank	Rs. _____ .00
2.	Cheque No. _____	_____	____ Bank	Rs. _____ .00
				Total

	Rs. _____,00
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Arrjavv Builders Private Limited

Represented by its Director

Harsh Jain

[Promoter]

Witness:

Signature _____

Signature _____

Name: _____

Name: _____

