

**Agreement for Sale**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_(Date) day of  
\_\_\_\_\_(Month), 2024

**-: BY & BETWEEN:-**

1. Indraloke Tradelinks Private Limited, [PAN AACCI1204P],
2. Panther Management Services Private Limited, [PAN AAFCP0877Q],
3. Integrity Consultancy Services Private Limited, [PAN AACCI0934Q],
4. Welkin Dealers Private Limited, [PAN AAACW8727H],
5. Sunfast Vinimay Private Limited, [PAN AANCS1693R],
6. Monopoly Tradelinks Private Limited, [PAN AAGCM0695J],
7. Jackpot Advisory Services Private Limited, [PAN AACCCJ1866G],
8. Octagon Tradelinks Private Limited, [PAN AABCO1747N],
9. Butterfly Advisory Services Private Limited, [PAN AADCB7887Q],
10. Pankaj Management Services Private Limited, [PAN AAFCP0942E],
11. Fairland Suppliers Private Limited, [PAN AABCF3715B],
12. Mountview Advisory Services Private Limited, [PAN AAGCM0954Q],
13. Everlink Vincom Private Limited, [PAN AACCE1964C],
14. Daylight Distributors Private Limited, [PAN AADCD1723H],
15. Aakav Devcon Private Limited, [PAN AALCA1425F],
16. Amazing Residency Private Limited, [PAN AALCA1423D],
17. Anandmayee Housing Private Limited, [PAN AALCA1424E],
18. Balkrishan Infracon Private Limited, [PAN AAFCB3133K],
19. Bemishal Promoters Private Limited, [PAN AAFCB2748E],
20. Bhavsagar Niwas Private Limited, [PAN AAFCB2747M],
21. Goodside Realtors Private Limited, [PAN AAECG9844K],
22. Dios Realtors Private Limited, [PAN AAECD5042Q],
23. Circular Realcon Private Limited, [PAN AAFCC0789C],
24. Vedvani Residency Private Limited, [PAN AAECV2869F],
25. Winsher Realtors Private Limited, [PAN AABCW3217B],
26. Everlink Residency Private Limited, [PAN AADCE2542D],
27. Gajrup Complex Private Limited, [PAN AAECG9894K],
28. Everrise Realtors Private Limited, [PAN AADCE2264N],
29. Parrot Complex Private Limited, [PAN AAGCP9166K],
30. Bhootnath Housing Private Limited, [PAN AAFCB2812B],
31. ELK Devcon Private Limited, [PAN AADCE2311G],
32. Hilmil Infracon Private Limited, [PAN AADCH0612B],
33. Hence Promoters Private Limited, [PAN AADCH0613A],
34. Hardsoft Realtors Private Limited, [PAN AADCH0787K],
35. Pattern Nirman Private Limited, [PAN AAGCP9498N],
36. Queencity Complex Private Limited, [PAN AAACQ2995B],

37. Sagam Devcon Private Limited, [PAN AASCS4634D],
38. Sarvlok Hirise Private Limited, [PAN AASCS3514Q],
39. Namchi Devcon Private Limited, [PAN AAECN1882A],
40. Shivpariwar Developers Private Limited, [PAN AASCS3728A],
41. Siddhibhumi Niwas Private Limited, [PAN AASCS3515R],
42. Snowberry Buildtech Private Limited, [PAN AASCS3727R],
43. Linton Towers Private Limited, [PAN AACCL3830A],
44. Zaljog Complex Private Limited, [PAN AAACZ6297R],
45. Topmost Complex Private Limited, [PAN AAECT4834A],
46. Seabird Niwas Private Limited, [PAN AASCS3516N],
47. Viewline Hirise Private Limited, [PAN AAECV2591G],
48. Katrina Realtors Private Limited, [PAN AAECK9903D],
49. Amrit Realcon Private Limited, [PAN AALCA1555G],
50. Lucky Hirise Private Limited, [PAN AACCL3905A],
51. Jota Builders Private Limited, [PAN AACCCJ9786F],
52. Quality Residency Private Limited, [PAN AAACQ2977R],
53. Premkunj Residency Private Limited, [PAN AAGCP9293D],
54. Prayas Residency Private Limited, [PAN AAGCP9165L],
55. Panchwati Infracon Private Limited, [PAN AAGCP9164M],
56. Oversure Nirman Private Limited, [PAN AABCO7583Q],
57. Motilal Hirise Private Limited, [PAN AAICM3109P],
58. Daava Reaicon Private Limited, [PAN AAECD4997L],
59. Meantime Buildcon Private Limited, [PAN AAICM3016D],
60. Mangalmayee Realtors Private Limited, [PAN AAICM3243L],
61. Anju Promoters Private Limited, [PAN AALCA1556F],
62. Linkview Housing Private Limited, [PAN AACCL3904B],
63. Linkplan Properties Private Limited, [PAN AACCL3865B],
64. Likewise Construction Private Limited, [PAN AACCL4000G],
65. Evertime Residency Private Limited, [PAN AADCE2309N],
66. Kush Residency Private Limited, [PAN AAECK9851C],
67. Balmukund Marketing Private Limited, [PAN AAECB2894C],
68. Clock Tradeilink Private Limited, [PAN AAecc1608H],
69. Desire Sales Private Limited, [PAN AADCD5984A],
70. Lords Dealers Private Limited, [PAN AABCL5279L],
71. Moonlight Dealtrade Private Limited, [PAN AAGCM8009G],
72. Orchid Infracon Private Limited, [PAN AAACO9390G],
73. Orchid Realcon Private Limited, [PAN AAACO9595R],

74. **Queen Dealers Private Limited, [PAN AAACQ2316G],**
75. **Smile Dealcom Private Limited, [PAN AAOCS8759D],**
76. **Sunlight Dealtrade Private Limited, [PAN AAOCS8881J],**

All the above 76 Parties are companies duly incorporated under the Companies Act, 1956 and having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, P.O. Joka hereafter collectively called the "**First Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Mr. Ayush Jalan, duly authorised by the Power of Attorney dated 7<sup>th</sup> January 2015, registered with the Additional Registrar of Assurances-III, Kolkata in Book No IV, CD Volume No.6, Pages 3668 to 3700, being No. 02442 for the year 2015 through its Authorised Signatory Mr. Jitendra Kumar Singh, (PAN-ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 15<sup>th</sup> February 2023.

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1. **Cyديو Developers Private Limited. [PAN- AAGCC2319H],**
2. **Dasvani Residency Private Limited. [PAN-AAFCD4898K],**
3. **Fence Promoters Private Limited. [PAN-AACCF6732F],**
4. **Flyhigh Complex Private Limited. [PAN-AACCF6789Q],**
5. **Handshake Conclave Private Limited. [PAN-AADCH7282D],**
6. **Honeybee Devcon Private Limited. [PAN-AADCH7211E],**
7. **Kalyankari Niwas Private Limited. [PAN-AAFCK9616E],**
8. **Lazerjet Complex Private Limited. [PAN AACCL9422C],**
9. **Montec Nirman Private Limited. [PAN-AAJCM9908R],**
10. **Navyog Developers Private Limited. [PAN-AAFCN0628R],**
11. **Octal Complex Private Limited. [PAN-AACCO2138C],**
12. **Polpit Real Estate Private Limited. [PAN-AAICP3291P],**
13. **Revoke Nirman Private Limited. [PAN-AAHCR5032M],**
14. **Rudresh Realtors Private Limited. [PAN-AAHCR5031J],**
15. **Serikos Enclave Private Limited. [PAN-AAWCS3441C],**
16. **Shrawan Hirise Private Limited. [PAN-AAWCS3442B],**
17. **Tripack Construction Private Limited. [PAN-AAFCT5183K],**
18. **Streedom Real Estate Private Limited. [PAN-AAWCS3440D],**
19. **Treeline Construction Private Limited. [PAN-AAFCT5182J],**

20. Sudama Complex Private Limited. [PAN-AAWCS3132Q],
21. Glasseye Developers Private Limited. [PAN-AAGCG1781M],
22. Jyotshnadip Realty Private Limited. [PANAADCJ6082B],
23. Panchlok Realtors Private Limited. [PAN-AAICP3754H],
24. Subinay Infrastructure Private Limited. [PANAAWCS4093G],
25. Superwell Real Estates Private Limited. [PAN-AAWCS4665C]
26. Trinabh Infrastructure Private Limited. [PAN-AAFCT5595H]
27. Triwave Developers Private Limited. [PAN-AAFCT5597F]
28. Mahalon Construction Private Limited. [PAN-AAKCM0487E]
29. Salmon Residency Private Limited. [AAWCS6008H]
30. DTC Intertrade Private Limited [AAACD9481D]
31. DTC Minerals Private Limited [AAACG9574A]
32. Ayush Finvest Private Limited. [PAN AADCA6570F]
33. Abstar Infracon Private Limited. [PAN AANCA8896J]
34. Accro Developers Private Limited. [PAN AANCA8895M]
35. Avocado Construction Private Limited. [PAN AAOCA0561H]
36. Bellview Niwas Private Limited [PAN AAGCB4899R]
37. Bhumi Complex Private Limited. [PAN AAGCB4829D]
38. Bisque Constructions Private Limited. [PAN AAGCB5590B]
39. Bluesky Niketan Private Limited. [PAN AAGCB4804L]
40. Brajbihari Complex Private Limited. [PAN AAGCB5591A]
41. Browline Estates Private Limited. [PAN AAGCB4780P]
42. Bufflehead Towers Private Limited. [PAN AAGCB5588H]
43. Burlywood Construction Private Limited. [PAN AAGCB5589G]
44. Circular Niwas Private Limited. [PAN AAGCC2343H]
45. Clementine Construction Private Limited. [PAN AAGCC3096B]
46. Coactive Construction Private Limited. [PAN AAGCC2316J]
47. Dies Devcon Private Limited. [PAN AAFCD5037L]
48. Drishti Niwas Private Limited. [PAN AAFCD5036M]
49. Drove Projects Private Limited. [PAN AAFCD4991D]
50. Dwarkapati Residency Private Limited. [PAN AAFCD5687C]
51. Ekonkar Enclave Private Limited. [PAN AAECE1419J]
52. Elderberry Construction Private Limited. [PAN AAECE1549F]
53. Firebrick Complex Private Limited. [PAN AACCF7270Q]
54. Fitina Realtors Private Limited. [PAN AACCF6790K]
55. Gameplan Tower Private Limited. [PAN AAGCG1636F]
56. Greenlong Developers Private Limited. [PAN AAGCG1673C]

57. Greenwall Infracon Private Limited. [PAN AAGCG1942A]
58. Holemart Properties Private Limited. [PAN AADCH7705F]
59. Indonep Developers Private Limited. [PAN AAECI0057Q]
60. Jazz Realtors Private Limited. [PAN AADCJ5999H]
61. Jupiter Reality Private Limited. [PAN AADCJ5982C]
62. Lemongrass Realtors Private Limited. [PAN AACCL9519J]
63. Lightcoral Complex Private Limited. [PAN AACCL9898C]
64. Lossen Realty Private Limited. [PAN AACCL9518K]
65. Mistyrose Construction Private Limited. [PAN AAKCM1132E]
66. Motihari Real Estates Private Limited. [PAN AAKCM0015A]
67. Navybeans Conclave Private Limited. [PAN AAFCN0652B]
68. Nectarine Complex Private Limited. [PAN AAFCN1205N]
69. Nettles Devcon Private Limited. [PAN AAFCN0691L]
70. Nightangels Complex Private Limited. [PAN AAFCN0651C]
71. Onetouch Realcon Private Limited. [PAN AACCO2465L]
72. Overween Estates Private Limited. [PAN AACCO2356A]
73. Passim Nirman Private Limited. [PAN AAICP4079M]
74. Prevail Infracon Private Limited. [PAN AAICP4077F]
75. Quatre Realcon Private Limited. [PAN AAACQ4084H]
76. Youngest Realcon Private Limited. [PAN AAACY7630H]
77. Sandman Realcon Private Limited. [PAN AAWCS3667E]
78. Seventhsky Complex Private Limited. [PAN AAWCS3722Q]
79. Shivpam Realtors Private Limited. [PAN AAWCS4709F]
80. Shivpariwar Enclave Private Limited. [PAN AAWCS6237J]
81. Skybeans Complex Private Limited. [PAN AAWCS3566J]
82. Subhpah Projects Private Limited. [PAN AAWCS4711R]
83. Sulochna Towers Private Limited. [PAN AAWCS3560Q]
84. Sunlike Developers Private Limited. [PAN AAWCS6236K]
85. Swarnyug Hirise Private Limited. [PAN AAWCS6044D]
86. Thistle Complex Private Limited. [PAN AAFCT6024M]
87. Utzsho Housing Developement Private Limited. [PAN AABCU8677M]
88. Vinica Infraprojects Private Limited. [PAN AAFCV3380A]
89. Wellpan Infracon Private Limited. [PAN AABCW7260N]
90. Wellpan Properties Private Limited. [PAN AABCW7495H]
91. Windstrom Realtors Private Limited. [PAN AABCW7239B]
92. Winterland Properties Private Limited. [PAN AABCW7238A]
93. Vighnraja Complex Private Limited. [PAN AAFCV3315B]

94. Livehigh Towers Private Limited. [PAN AACCL9509L]
95. Uniworth Complex Private Limited. [PAN AABCU8694E]
96. Allworth Complex Private Limited. [PAN AANCA8818N]
97. Kesuri Realty Private Limited. [PAN AAGCK0281Q]
98. Mishan Infraproperties Private Limited. [PAN AAKCM0856F]
99. Gurunam Realtors Private Limited. [PAN AAGCG2147P]
100. Yellowline Infrastructure Private Limited. [PAN AAACY7647Q]

- the Parties above having serial Nos. 30, 31 & 32 are all companies within the meaning of the Companies Act, 2013, having their registered offices at 1, Netaji Subhash Road, Kolkata-700 001, P.S. Hare Street, P.O.- GPO and the Parties above having serial Nos. 1 to 29 and 33 to 100 are all companies within the meaning of the Companies Act, 2013 having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S.- Bishnupur, Post Office- Joka, and all the 100 Parties are hereafter collectively called the "**Second Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Ayush Jalan duly authorised by the Power of Attorney dated 31<sup>st</sup> October, 2018, registered with the Additional Registrar of Assurances-III, Kolkata, in Book No IV, CD Volume No.1903-2018, Pages 196579 to 196620, being No. 190306876 for the year 2018 through its Authorised Signatory Mr. Jitendra Kumar Singh, (PAN- ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 15<sup>th</sup> February 2023.

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1. **Avocado Constructions Private Limited [AAOCA0561H]**
2. **Bellview Niwas Private Limited [AAGCB4899R]**
3. **Bisque Constructions Private Limited [AAGCB5590B]**
4. **Gurunam Realtors Private Limited [AAGCG2147P]**
5. **Skybeans Complex Private Limited [AAWCS3566J]**
6. **Swarnyug Hirise Private Limited [AAWCS6044D]**
7. **Saswat Residency Private Limited [AAWCS7149B]**

- the Parties are all companies within the meaning of the Companies Act, 2013, having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S.- Bishnupur, Post Office- Joka, and all the 7 Parties are hereafter collectively called the "**Third Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Ravi Khaitan duly authorised by the Power of Attorney dated 11<sup>th</sup> February, 2023, registered with the Additional

Registrar of Assurances-II, Kolkata, in Book No I, CD Volume No.1902-2023, Pages 65227 to 65273, being No. 190201838 for the year 2023 through its Authorised Signatory **Mr. Jitendra Kumar Singh**, (PAN No.- ENOPS1448K, Aadhar No. 435348070521) Son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700001, duly authorised by the Board Resolution dated 15<sup>th</sup> February 2023.

All the above "**First Owners**", "**Second Owners**" and "**Third Owners**" shall hereafter collectively be referred to as the "**Land Owners**"(which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**.

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**DTC Projects Private Limited, [PAN AA ECS1016K]**, a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, hereafter called the "**Promoter**", which expression shall, unless excluded by the subject or context, include its successors-in-interest and/or assigns, and represented by **Mr. Jitendra Kumar Singh**, (PAN ENOPS1448K, Aadhar No. 435348070521, Mob No. 6290585106) Son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001 duly authorised by the Board Resolution dated 15<sup>th</sup> February 2023, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

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....., son of ..... (PAN ....., Aadhar No. .... & Mobile No. ....) by faith ....., by occupation ....., and residing at ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee / s** shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

**DEFINITIONS:**

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

- a) "**Act**" means the West Bengal Real Estate (Regulation and Development) Act, 2016 (Act 16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act, 2016;
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2021;
- d) "**Section**" means a Section of the Act.

**WHEREAS:**

- A.** The Land Owners amongst themselves are the absolute and lawful owners of the land, hereafter referred to as the "**Said Land**", described in **Schedule-J** hereunder written and comprises of the entirety of the portions shaded '**RED**', '**YELLOW**' and '**LIGHT BLUE**' in the annexed **Plan-A**. The devolution of title of the land Owners in the Said Land is detailed in **Schedule-A**.
- B.** The Said Land has been earmarked for executing a project, hereafter referred to as the "**Said Project**". The Said Project is to have residential buildings, hereafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**" and the Apartments along with the One open / covered / independent / dependent Car parking space allotted in respect of the same shall be considered as one single Unit, hereinafter called the "**Unit**". The manner in which the Said Project is being executed is detailed in **Schedule-K**. The Said Project is being executed in phases, hereafter referred to as the "**Phases**", in the manner as envisaged in Rule 10 of the Rules, and each of the Phases will have its own common portions.
- 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 Land Owners regarding the Said Land on which the Said Project is to be constructed have been completed.
- D.** The Promoter had got the approved plans which was duly sanctioned by the Zilla Parishad, 24-Parganas (South) and the Kulerdari Gram Panchayat, Bishnupur-1 Block, 24-Parganas (South), in respect of one such Phase and developed the same, vide approval dated 02.01.2018 bearing No. 450/580/KMDA, further revised vide no. 450/580/REV/KMDA on dated 26th November, 2019 and the said Phase is hereafter called the "**Developed Phase**". The portion of land over which the Developed Phase has been constructed is described in **Part-I of Schedule-L** hereunder written and shaded in **Red** in the annexed **Plan-A** and hereafter referred to as the "**Developed Land**".

- E. The Promoter has obtained a sanctioned building plan for another Phase of Land, hereafter called the "**Said Land**", duly sanctioned by the Zilla Parishad, 24-Parganas (South) and the Kulerdari Gram Panchayat, Bishnupur-1 Block, 24-Parganas (South), hereafter called the "**Sanctioning Authority**". The Sanctioning Authority has granted the commencement certificate to develop the Said Land vide Approval No. 450/580/EXE/KMDA dated 13/03/2023, hereafter referred to as the "**Approved Plan**". The portion of the Said Land over which the Said Phase is being developed is described in **Part II of Schedule-L** hereunder written shaded in **Sky Blue** in the annexed **Plan-A** and hereafter referred to as the "**Phase Land**". The common portions of the Said Phase are detailed in **Part – I of Schedule-M** and hereafter referred to as the "**Phase Common Portions**."
- F. The Promoter has obtained the sanctioned plan and approvals for the Said Phase and also the space the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Apartment**". The Promoters agree and undertake that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has duly applied for registration of the said phase before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act vide Registration No. .... as a standalone real estate project which is to be completed by 31/12/2029.
- H. The Allottee had applied for a Unit in the Said Phase and was allotted the Apartment in the under construction building, hereinafter referred to as the "**Said Block**" along with a Open / Covered / Dependent / MLCP Car Parking space, as may be applicable. The *details of the carpet area* of the Apartment, the Said Block, the Parking Space and its location, and the pro-rata share in the Phase Common Portions, as defined in Clause (n) of Section 2 of the Act, are detailed in **Schedule-S**. The Block Common Portions of the Said Block is detailed in **Part-II of Schedule-M**.
- I. The Allottee hereby declares that it has or has caused to be examined, enquired and/or verified *inter alia*, the title of the Land Owners and the rights of the Promoter to the **Said Land**, the plan for the Said Phase and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Agreement and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the common portions of all the other Phases so that upon completion of the Said Project,

the common portions of all the Phases together become the common portions of the Said Project.

- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Phase and/or the Said Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Parking Space (if applicable), which shall together be considered as a Composite Unit, as more fully specified in **Schedule-S**.

**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 Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **Para H**.
- 1.2 The "**Total Price**" for the Unit is based on its carpet area and the amount that the Allottee shall pay to the Promoter for it is mentioned in **Schedule-T** and the manner the same is to be paid is as per the "**Payment Plan**" mentioned in **Schedule-U**.

**Explanation:**

- (i) The Total Price above includes 10% (ten percent) of the Unit Cost, hereafter called the "**Booking Amount**" paid by the Allottee to the Promoter towards the Unit, prior to execution hereof, the receipt whereof the Promoter hereby admits and acknowledges. Also note that, any amount paid at the time of first site visit, or on expression of interest or before receiving the final Booking letter, shall be deemed considered to be a part of the Booking Amount, which is 10% (Ten Percent) of the Unit Cost.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the Unit to the Allottee and the Project Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate with respect to the said phase.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with **Schedule-U** and the Allottee shall make payment towards the amount demanded by the Promoter within 30 (thirty) days from the date of such written intimation. Where the Allottee has taken a 'home loan' for the Apartment, any delay in payment disbursement of the loan account will be the sole responsibility of the Allottee and such delay may not be held against the Promoters as a cause for the delay in making payment. 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. It is also agreed by the Allottee that in case the Allottee fails to make payment towards the amount demanded within the time frame mentioned, the Allottee shall be liable to pay to the Promoter an interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (Two) percent.
- (iv) The Total Price of the Unit includes recovery of price of land, construction of not only the Apartment and parking space but also the pro-rata share in Project Common Portions, internal development charges such as Finishing with paints, Marbles, Tiles, Doors, Windows etc as applicable.
- (v) Infrastructure development charges, which shall mean and include cost of providing electric wiring, electrical connectivity to the Apartment, Transformer, Generator, Water Line and plumbing, Sewage Treatment Plant, Water Treatment Plant, Fire Detection and Fire-Fighting Equipment in the common areas, making of internal road, laying of water pipeline, optical fibre lines, sewerage lines and other infrastructural requirements beneath the internal roads, association formation charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Project.

- (vi) The Total Price will however not include Maintenance Charge Deposit and Sinking Fund, for 12 (Twelve) Months from the date of Possession, and which the Allottee shall be required to pay at or before taking possession of the Apartment.
- 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 or regulation, as the case may be, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Phase by the Authority as per the Act, the same shall be paid by the Allottee.
- 1.4 The Allottee shall make the payment as per the Payment Plan set out in **Schedule-U**.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the Specifications described herein at **Schedule-Q** as also the nature of the fixtures, fittings and amenities, hereafter referred to as the "**Amenities & Facilities**", described herein at **Schedule-R**, which are in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected, in respect of the Apartment without the previous written consent of the Allottee as per provisions of the Act. Since the Housing Complex will be developed project-wise / phase-wise, the description and location of the common areas / amenities pertaining to the entire housing complex may change.
- 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, subject to the Allottee making advance payment in favour of the Promoter towards such additions and/or alterations as quoted by the Promoter.
- 1.6 The allottee agrees and understand that all the standard fitting, interior, furniture, kitchenette and fixtures and dimension provided in the show/model residential units exhibited at the site only provides representative idea and the actual apartment agreed to be constructed will not include the fittings and

fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the allottee shall not put any claim for such variation. The promoter shall ensure that only approved specifications mentioned in the schedule- H hereunder is maintained.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Block is complete and the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate as applicable 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 the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-U**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-S** of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoters agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment and the exclusive right to use the parking space.
  - (ii) The Allottee shall also have undivided, proportionate, indivisible and variable pro rata share in the Project Common Portions as members of the Association. Since the share and/or interest of the Allottee in the Project Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Project Common Portions along with the other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters after completion of the entire project shall convey the Phase Common Portions to the association of allottees after duly obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, from the competent authority as provided in the Act and after such handing over, the maintenance and care of the Phase Common Portions shall be the liability and responsibility of such association of allottees.

Furthermore, the Allottee agrees and understands that the project shall be built and developed in phases, therefore on the date of possession the Promoter shall ensure providing basic amenities and facilities whereas all the facilities and amenities, in totality, shall only be provided and handed over to the Association after completion of all the phases as envisaged under the project.

Furthermore, it is also agreed and understood by the Allottee that the Complex and/or project will also provide with other facilities like grocery, pharmacy and other amenities. However, the same shall be treated as individual commercial units which shall be sold separately and shall not, at any point of time and/or under any circumstance, be considered a part of the project common areas and portions.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Apartment and the parking space but also the Project Common Portions, internal development charges, Infrastructure development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire- fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Project.
  - (iv) The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Phase and Apartment, however, he will do so only with prior written consent of the Promoter and the Allottee also agrees and undertakes to comply with all the safety regulations that are to be followed at the construction sites.
  - (v) It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.9 It is made clear by the Promoter, and the Allottee agrees that the Apartment along with the Parking Space, if any, as mentioned in **Schedule-S**, shall be treated as a single indivisible unit for all purposes and that the parking space and the Apartment shall be transferred as one single Unit only and not in isolation to the other. However, the Allottee agrees that the date of possession in respect of the Apartment and that of the Parking space may differ and that the allottee shall not object to the same, i.e., the possession in respect of the parking space shall and/or may be provided at a later date based on the phase wise development of the

project. However, the Promoter agrees to provide a temporary parking space, depending on availability of the same, upon a written request from the Allottee in this regard. However, the payment for the parking space shall be paid as per the payment plan as laid out in **Schedule-U**. It is agreed that the Said Phase, as of now, is an independent, self-contained one covering the Said Land and is not a part of any other project or zone nor shall form a part of and/or linked and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, nor will the Project Common Portions be made available for use and enjoyment of any others but the Allottees of the Said Project save in the manner hereafter stated. It is clarified that the Project Common Portions, including the facilities and amenities, shall be available only for use and enjoyment of the Allottees of the project.

- 1.10 The Allottee is very well acquainted with the fact that the Promoter is in the process of acquiring more parcels of land which shall be made part of the said Project and the Allottee agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the Promoter desires to acquire furthermore parcels of land in respect of the said project, the Allottees shall have no objection to the same.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected, if any, from the Allottee, 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 Said Phase). If the Promoter fails to pay all or any of the outgoings collected by it, if any, from the Allottee or any liability, mortgage loan and/or interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, 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 therefore by such authority or person.
- 1.12 The Allottee has paid the Booking Amount, being 10% (ten percent) of the Unit Cost, as part payment towards the Total Price of the Unit at or before execution of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remainder of the Total Price of the Unit as prescribed in the Payment Plan as will be demanded by the Promoter within the time and in the manner specified in the Payment Plan mentioned in **Schedule-U**.

*Provided that* if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee Cheques, Demand Drafts, Bankers' Cheque or online, as may be as applicable, in favour of the Promoter payable at the Bank as will be mentioned in the intimation of the Promoter for payments. In case any Cheque is dishonoured, besides the charges for late payment, the Allottee will also become liable to pay Rs.5000/- (Rupees Five Thousand only) for each such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments and/or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition, sale and/or transfer of immovable properties in India and provide the Promoter with such permissions and/or approvals which would enable the Promoter to fulfil their 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 the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable at its own cost and expense, for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the 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 the necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payments or remittances on behalf of any Allottee and such third party shall not have any

right in the Apartment hereby being agreed to be sold in any way and the Promoter shall issue the payment receipts in favour of the Allottee only and any charges for default and/or dishonour shall be the liability and responsibility of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Said Phase as disclosed at the time of registration of the Said Phase with the Authority and towards handing over the Apartment to the Allottee and the Phase Common Portions to the Association of Allottees or the competent authority, as the case may be.

Furthermore, the Allottee agrees and undertakes to make timely payments of the installation and other dues payable by him/her and meeting with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the payment Schedule mentioned in **Schedule-U**.

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

The Allottee has seen the proposed layout plan, Specifications, Amenities and Facilities of the Unit and accepted the floor plan, Payment Plan mentioned in **Schedule-U**, the Specifications mentioned in **Schedule-Q** and Amenities and Facilities mentioned **Schedule-R** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the **Said Phase**, floor plans and Specifications, Amenities and Facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Sanctioning Authority and shall not have an option to make any variation, alteration and/or 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:

- 7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understand that timely delivery of possession of the Unit to the Allottee and the Phase Common Portions to the Association of the Allottees of the Said Phase or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assure to handover possession of the Apartment along with ready and complete Block Common Portions with the Specifications, Amenities and Facilities thereof on the date mentioned in **Para G** unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake, any statutory order, rule, notification, or order or direction of any Court or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Phase is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, *provided that* such Force Majeure conditions are not of a nature which makes it impossible and/or difficult for the contract to be implemented. The Allottee agrees and confirms that, in the event if becomes impossible for the Promoter to implement the Said Phase due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount paid by him/her to the Promoter for the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession:** The Promoter, upon obtaining of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block from the competent authority shall offer possession of the Said Apartment in writing by way of a notice to the Allottee in terms of this Agreement and the allottee shall be liable to take such possession of the unit within 3 (three) months from the date of issue of such notice by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, hereafter referred to as the "**Possession Date**". The Promoter on its behalf shall offer the possession to the Allottee in writing within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee.
- 7.3 Failure of Allottee to take Possession of the Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take

possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee:** After obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Phase and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottees and/or Association or the Competent Authority, as the case may be, as per the applicable laws.

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Said Phase as provided in the Act:

*Provided that* where the Allottee proposes to cancel or withdraw from the Said Phase 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, less the interests for delayed payments, taxes paid on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

**7.6 Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Phase 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 in **Para G**; or (ii) due to discontinuance of their businesses as Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, in case the Allottee wishes to withdraw from the Said Phase without prejudice to any other remedy available, on demand by the Allottee the Promoter shall be liable to return the total amount received by it in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due but not the

taxes, if any, paid by the Allottee for the refund of which the Allottee shall have to apply directly to the concerned authority;

*Provided that* if the Allottee does not intend to withdraw from the Said Phase, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

*Provided further that* if the Said Block is complete then the Allottee will not be entitled to exercise its aforementioned right of withdrawal.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

- 8.1 The Promoters have absolute, clear and marketable title with respect to the Phase Land; the requisite rights to carry out the development thereon and absolute, actual, physical and legal possession of the land for the Said Land;
- 8.2 The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Phase;
- 8.3 There are no encumbrances upon the Phase Land.
- 8.4 There is one litigation pending before the Court of the Ld. 6<sup>th</sup> Judge (Junior Division) at Alipore, District South 24 Parganas being T.S. No. 109 of 2015 (Entaz Ali Sardar Vs. Landis Gyr Ltd. & Ors.) with respect to Dag Nos. 11 & 13 within Daulatpur Mouza.
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Said Phase, the Phase Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Phase, Said Land, the Said Block and the Apartment and the common areas;
- 8.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- 8.7 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Land including the Said Phase and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

- 8.8 The Promoters confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the Competent Authority, as the case may be;
- 8.10 The Said Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- 8.11 The Promoters have 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 Phase to the Competent Authorities till the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, is issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;
- 8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon any of the Promoters in respect of the Said Land and/or the Said Phase.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure Clause, the Promoters shall be considered to be under a condition of default, in the following events:
- (i) If the Promoters fail to provide ready to move in possession of the Apartment to the Allottee within the time period mentioned in Recital F above, or fails to complete the Said Phase within the stipulated time disclosed at the time of registering it with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, has been issued by the Competent Authority;

- (ii) Discontinuance of the Promoters' business as Promoter on account of suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by it. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest which will be the State Bank of India Prime Lending Rate plus 2 (two) percent at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

*Provided that* where an Allottee does not intend to withdraw from the Said Project or terminate the Agreement, he/she 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, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan mentioned in **Schedule-U**, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate mentioned in the proviso to Clause 1.12;
- (ii) In case of Default by the Allottee under the condition listed above despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount and the interests liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application and this Agreement shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present for registration and register unilaterally a deed of cancellation in the event Allottee fails to do so in spite of several reminders and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

**10. CONVEYANCE OF THE APARTMENT:**

On receipt of the entire amount of the Total Price mentioned in **Schedule-T**, the Promoter shall execute a conveyance deed and convey the title of the Apartment and the allotted car parking space together with proportionate indivisible share in the Phase Common Portions within 3 (three) months from the date of issuance of occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the Stamp Duty, the 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 payment of the Registration Charges and other applicable charges mentioned in Clause 7.2 to the Promoter is made by the Allottee. In the event the Common Portions have to be transferred by a separate deed, the Allottee shall bear and pay the pro-rata cost of Registrations Charges that will be required to be incurred for such deed.

**11. MAINTENANCE OF THE SAID BLOCK, THE APARTMENT, THE SAID PHASE AND THE COMPLEX:**

The Promoter shall manage and maintain the Block Common Portion and the Phase Common Portions till the Phase Association of the Said Phase, as mentioned in **Article-7 of Schedule-K**, is formed. After its formation, the Promoter shall hand over the documents, management and maintenance of the Block Common Portion and the Phase Common Portions to the Phase Association of the Said Phase. The Allottee shall pay charges for management and maintenance, hereafter the "**Maintenance Charge**", from the date of the Possession Date as mentioned in Clause 7.2. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-S** and shall be subject to change based on the prevailing market prices. In case the Allottee

defaults in making any payment to the Promoter, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Promoter, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the entire Default Amount is paid. The Promoter, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or unpaid part or portion, @ 2% (Two per cent) per month, compoundable monthly, till the entirety of the Default Amount including the interests thereon, damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid. However, if such default continues for a period exceeding 90 days, then in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to discontinue the supply of electricity to the said Apartment, disconnect the water supply, not to allow the usage of the lift and other common facilities and beyond that, the Promoter shall have the right to terminate the allotment made in favour of the Allottee and shall have the right to forfeit the booking amount deposited in favour of the Promoter and the Promoter shall refund to the Allottee the remaining amount paid by him/her to the Promoter, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. The Promoter shall intimate the Allottee about such termination within 30 days of such termination. The Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoter because of such termination of allotment or due to any default from the end of the Allottee. The Allottee accepts that the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per this Agreement relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days of being notified of such defect, and in the event of the 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* however, the Promoter shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **Schedule-N**.

**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 and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of the Allottees and/or maintenance agency or any person duly authorised by the Promoter to enter into the Apartment or any part thereof, after due notice and intimation and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Service Areas:** The Service Areas, if any, located within the Said Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. 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. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block, 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 which can reasonably cause any disturbance and/or inconvenience to any other Allottee 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 Said Block is not in any way damaged or jeopardized. However, the Allottee agrees and undertakes to be responsible, at its own cost and expense, for any damage and/or inconvenience, which shall be caused to other Allottees in case on non-maintainability of its walls and partitions, sewers, drains, pipe and appurtenances, etc.

**16.2** The Allottee further undertakes, assures and guarantees that he/she shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Block or anywhere on the exterior of any other Blocks within the Said Project or anywhere whatsoever within the Phase Common Portions. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes 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 Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. Besides these, the Allottee shall also abide by the Covenants mentioned in **Schedule-O** subject to the Easements mentioned **Schedule-P**.

**16.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of the Allottees and/or the Maintenance Agency appointed by the Association of the Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee further undertakes to make timely payment to the relevant electricity board towards the electricity consumed by it in respect of its Apartment as per the invoice and/or bill raised by such electricity board.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**18. FURTHER CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up further structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority and disclosed, except for as provided in the Act *provided however* the Allottee undertakes not to object to further construction, expansion, development and/or modification in the project subject to the approval of the concerned authorities and sanction of the Competent Authority:

- 18.1** The Promoter may construct other Blocks or raise further floors to all or any of the Blocks shown in the lay out plan and the allottee gives his consent for any such said change.
- 18.2** In the event the Promoter buys any land adjacent to the Said Land or enters into any development arrangement with the owners of any land adjacent to the Said Land such lands, hereafter referred to as the "**Other Further Lands**", the same may be added to the Said Project and the Owners and/or Allottees of such Other Further Land shall have the right of ingress to and egress from over such portions of the Said Land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the Said Project.
- 18.3** The Project Common Portions within the Said Project, including the Club, and those within the Other Further Lands, will be deemed to be the Project Common Portions of the Said Complex.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Said Phase in its entirety is in accordance with the applicable laws of West Bengal and the Promoters are executing the Said Phase in compliance with the laws and/or regulations as applicable in this State.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan mentioned in **Schedule-U** within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar, that is, either the A.D.S.R. Alipore or the A.R.A., Kolkata as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if

not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**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 undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Said Project shall equally be applicable to and enforceable against and by 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:**

**25.1** The Promoters may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in Schedule-U 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 Promoters in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the 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 the other Allottees of the Said Block, Said Phase or the Said Project, as the case may be, the same shall be the proportion which the super built-up area of the Apartment bears to the total super built-up area of all the Units in the Said Block, the Said Phase or the Said Project, as the case may be.

**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 completed only upon its execution by the Promoter through their authorized signatories at the Office of the Promoter, or at such other place, as may be decided by the Promoter, in Kolkata, Alipore A.D.S.R after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement shall be registered at the office having jurisdiction to register such documents in respect of the said unit. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses mentioned above in this

Agreement. It shall be the duty of the Allottee and the Promoters to inform each other of any change in their respective address mentioned herein subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be. A notice to the Promoters by the Allottee if served upon the Promoter will be deemed to have been served on all the Promoters.

**31. JOINT ALLOTTEES:**

In case of Joint Allottees, they have been referred to herein in singular number and all communications shall be sent by the Promoters to the Allottee whose name is appearing first in this Agreement and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

**32. GOVERNING LAW:**

The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms 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 are recorded hereunder. However, it is expressly clarified 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 thereunder*

**34. ADDITIONAL TERMS:**

a. **ASSIGNMENT OF AGREEMENT TO SALE:** The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance subject to the following conditions:

- (i) The assignment will not be before expiry of one year from the date of this Agreement;

- (ii) An 'assignment fee' equivalent to Rs. 2 % (Two percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- b. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- c. In case the WBSEDCL fails and/or delay in providing individual electricity meter to the Allottees of the Apartments, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.
- d. Apply for and obtain at his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- e. To be read with para 7.4, Further, irrespective of whether the Allottee takes possession of the Apartment or not given its possession for non-registration of the conveyance, it shall be bound to pay guarding charges at the rate of Rs.10,000/- (Rupees Ten thousand only) per month.
- f. **Possession for Fit-out:-** In case the allottee seeks permission for carrying out Fit-out within his apartment, he will be permitted to do so only upon receiving the completion certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein as provided in schedule-L. During this time the allottee will not be entitled to live in the apartment till Occupation certificate or Completion Certificate or Partial Occupation Certificate or Partial Completion Certificate as the case may be, is received and Deed of Conveyance is executed and registered.
- g. To be read with para 7.2, Irrespective of whether the Allottee takes possession of the Apartment within the Possession Date or not, the Allottee shall be deemed to have taken possession of the Apartment on the Possession Date and maintenance

charges and other applicable charges in respect to the Apartment shall be applicable from such date when the possession becomes due. If the Allottee has also purchased a Parking Space in allocated parking Space, the same may not be handed over to the Allottee along with the Apartment, but irrespective of whether the Parking Space is handed over or not, or all parts and portions of the Phase Common Portions are completed or not, the Allottee shall be bound to take possession of the Apartment within the stipulated time as shall be mentioned in the said notice of possession. The Allottee shall pay the requisite Stamp Duty, Registration Fee and other charges, hereafter the "**Registration Charges**", for registration of the Conveyance Deed of the Apartment within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block at the cost and expense of the Allottee. The Promoter shall have the conveyance deed executed and registered in favour of the Allottee immediately after receipt of the Registration Charges. The Promoter and the Allottee shall fully cooperate with each other in this regard. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Till such time the conveyance is registered in accordance with Clause 8(9) hereunder, the Promoter may not hand over possession of the Apartment to the Allottee but yet the Allottee will be deemed to have taken possession on the Possession Date and shall be liable to make payments towards the maintenance charges and/or other applicable charges in respect of the said Apartment. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter or the Phase Association, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance. Upon receipt of the Partial Completion Certificate or Completion Certificate or Partial Occupancy Certificate or Occupancy Certificate, as the case may be, the Promoter shall intimate the Allottee for taking the possession.

- h. To be read with para 7.2, Possession Date shall be the date as mentioned in the Possession Intimation Notice. The Promoter shall handover a copy of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block to the Allottee at the time of registering the deed of conveyance of the same.
- i. The Promoter shall have all the right to appoint and/or authorize any telephone operator to install antenna(s) on the ultimate roof of the Block being the Block Common Portions and for such purpose of installation and further maintenance of the said antenna(s), all representative, mechanic or employee of the said Telephone Operator and/or the Promoter shall have free access to such Block.

**Schedule-A**  
**[Devolution of Title]**

1. The First Owners amongst themselves own the plots of land more fully described in **Schedule-B**, shaded 'RED' in the annexed **Plan-A** and hereafter referred to as the "**First Land**".
2. The First Owner Nos. 1 to 14 and the Promoter amongst themselves own the land more fully described in **Schedule-C** hereunder written, shaded 'YELLOW' in the annexed **Plan-A** and hereafter referred to as the "**Connecting Land**". The Connecting Land connects the First Land to the main road.
3. By an Agreement dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Development Agreement**", registered with the ARA-I, Kolkata in Book No.I, CD Volume No.10, Pages from 882 to 920, Being No. 03631 for the year 2015, the First Owners had appointed the Promoter to develop the First Land, inter alia, on the following terms:
  - 3.1 The Promoter would develop the First Land at its own costs and expenses, hereafter referred to as the "**Original Project**".
  - 3.2 No construction will be made over the Connecting Land, except for gates and rooms for the persons who will be guarding the gate, and it is to be used only for ingress to and egress from the Original Project, hereafter referred to as the "**Connecting Area Easement Right**".
  - 3.3 The Promoter will sell all the areas that can be transferred as exclusively usable, heritable and transferable immovable properties, hereafter referred to as the "**First Land Saleable Areas**", within the Original Project and collect all the proceeds from selling these, hereafter referred to as the "**First Land Sale Proceeds**", from the acquirers of the Original Area Saleable Areas, hereafter called the "**First Land Allottees**".
  - 3.4 In the event any of the First Owners or the Promoter purchase any lands contiguous and/or adjacent to the First Land or, if any of them enter into any development arrangement for any lands contiguous and/or adjacent to the First Land, hereafter referred to as the "**Further Land**", besides the Connecting Area Easement Right, right of ingress and egress over the First Land, hereafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the Allottees of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereafter referred to as the "**Further Land Allottees**".

- 3.5 The developmental works over the Further Lands would be deemed to a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, being the "**Said Project**".
4. By a Power of Attorney dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Owners' POA**", registered with the A.R.A.-III, in Book No. IV, CD Volume No 6, Pages 3668 to 3700, Being No. 02442 for the year 2015, the First Owners had granted the Promoter the necessary powers required for executing the Original Project.
5. The Second Owners amongst themselves were initially the owners of the plots of lands more fully described in **Schedule-D** hereunder written, shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Second Land**".
6. The Second Owners were in the know of the First Development Agreement and the Original Project, especially that in the event they appointed the Promoter to develop the Second Land, the same would be added to the Original Project and become part and parcel of the Said Project. In contemplation of awarding the developmental rights of the Second Land to the Promoter and to aid the constructional works of the Said Project:
- 6.1 By a Memorandum of Agreement dated 14<sup>th</sup>/18<sup>th</sup> July, 2017, registered with the A.D.S.R. Bishnupur in Book No. I, Volume No.1613-2017, Pages from 72811 to 72848, being No. 161303787 for the year 2017, hereafter referred to as the "**BSNL Arrangement**", the Second Owner Nos. 94, 95 and 96, inter alia, had jointly handed over to the Bharat Sanchar Nigam Limited, hereafter called "**BSNL**", free of cost the plot of land more fully described in **Schedule-F** and shaded '**ORANGE**' in the annexed **Plan-A** and hereafter referred to as the "**BSNL Land**", owned by them for obtaining the 'no objection certificate' to construct buildings up to the height of 80 (eighty) Metres, inter alia, within the First Land and the Second Land, where the Promoter at its cost would construct a Tower and a room with attached toilet. BSNL had to be also given the right of way from the public main road to the BSNL Land, again without any cost, inter alia, for ingress and ingress thereto and for laying of various cables, lines and wires to the BSNL Land.
- 6.2 By a gift dated 30<sup>th</sup> July, 2018, registered with the A.R.A.-I, in Book No. I, Volume No. 1901-2018, Pages 257513 to 257561, being No. 190106187 for the year 2018 the Second Owner Nos. 97, 98 and 99 had jointly gifted to M/s West Bengal State Electricity Distribution Company Limited, hereafter called as "**WBSEDCL**", out of the Second Land the plot of land more fully described in **Schedule-G** and shaded '**PINK**' in the annexed **Plan-A** and hereafter referred to as the "**WBSEDCL Land**", to ensure supply of electric power, inter alia, to the First Land and the Second Land.

7. By an Agreement dated 10<sup>th</sup> October, 2018 hereafter referred to as the "**Second Development Agreement**", registered with the Additional Registrar of Assurances -I, Kolkata in Book No. I, CD Volume No. 1901- 2018, Pages from 330635 to 330808, Being No. 190108008 for the year 2018, the Second Owners, with the confirmation of the First Owners, appointed the Promoter to develop the Second Land, save the BSNL Land and the WBSEDCL Land, which plot of land is more fully described in **Schedule-H** and shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Developable Land**", inter alia, on the following terms:
  - 7.1 Though the Promoter would develop the Second Owners' Developable Land at its own costs and expenses for the Second Owners, hereafter referred to as the "**Second Project**", the Second Project however will be a part and parcel of the Said Project having the same common areas and facilities, hereafter the "**Project Common Portions**".
  - 7.2 The Promoter will sell all the areas that can be transferred as exclusively usable, heritable and transferable immovable properties, hereafter referred to as the "**Second Land Saleable Areas**", within the Second Project and collect all the proceeds from selling these, hereafter referred to as the "**Second Land Sale Proceeds**", from the acquirers of the Second Land Saleable Areas, hereafter called the "**Second Project Allottees**".
  - 7.3 In the event any of the Second Owners or the Promoter purchased any lands contiguous and/or adjacent to the Second Owners' Developable Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereafter referred to as the "**Second Further Land**", besides the Easement Rights of the Further Lands mentioned in the First Development Agreement, easement rights over the common areas of the Second Further Land would also be extended to all the acquirers of the areas that can be transferred as exclusively usable, heritable and transferable immovable properties within the Second Further Land.
  - 7.4 The developmental works over the Second Further Lands would be also be deemed to be a part and parcel of the Said Project.
  - 7.5 Although the Promoter will include the 7.5 Meter wide passage more fully described in **Schedule-I** and shaded '**GREY**' in the annexed **Plan-A**, hereafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R.
8. By a Power of Attorney dated 31<sup>st</sup> October, 2018 hereafter referred to as the "**Second Owners' POA**", registered with the Additional Registrar of Assurances -III, Kolkata, in Book No. IV, Volume No 1903-2018, Pages 196579 to 196620, Being No. 190306876 for the year 2018, the Second Owners have granted the Promoter the necessary

powers required for developing the Second Owners' Developable Land in the manner as stated above.

9. By an Agreement dated 11<sup>th</sup> February, 2023 hereafter referred to as the "**Third Development Agreement**", registered with the Additional Registrar of Assurances -II, Kolkata in Book No. I, CD Volume No. 1902- 2023, Pages from 65032 to 65091, Being No. 1902001806 for the year 2023, the Third Owners, appointed the Promoter to develop the Third Land, save the BSNL Land and the WBSEDCL Land, which plot of land is more fully described in **Schedule-E** and shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Third Owners' Developable Land**", inter alia, on the following terms:
  - 9.1 Though the Promoter would develop the Third Owners' Developable Land at its own costs and expenses for the Third Owners, hereafter referred to as the "**Third Project**", the Third Project however will be a part and parcel of the Said Project having the same common areas and facilities, hereafter the "**Project Common Portions**".
  - 9.2 In the event any of the Land Owners or the Promoter purchased any lands contiguous and/or adjacent to the Existing Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereafter referred to as the "**Further Land**", besides the Easement Rights of the Further Lands mentioned in the Development Agreement, easement rights over the common areas of the Further Land would also be extended to all the acquirers of the areas that can be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land.
  - 9.3 The developmental works over the Further Lands would be also deemed to be a part and parcel of the Said Project.
  - 9.4 Although the Promoter will include the 7.5 Meter wide passage more fully described in **Schedule-I** and shaded '**GREY**' in the annexed **Plan-A**, hereafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R.
10. By a Power of Attorney dated 11<sup>th</sup> February, 2023 hereafter referred to as the "**Third Owners' POA**", registered with the Additional Registrar of Assurances -II, Kolkata, in Book No. I, Volume No 1902-2023, Pages 65227 to 65273, Being No. 190201838 for the year 2023, the Third Owners have granted the Promoter the necessary powers required for developing the Third Owners' Developable Land in the manner as stated above.

#### **Schedule-B**

**[First Land]**

**ALL THAT** the piece or parcel of Land **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of 932 Decimals (9 Acres and 32 Decimals), be the same a little more or less, comprised in several R.S. Dag Nos. and R.S. Khatian Nos. mentioned below in **Mouza Daulatpur**, P.S. Bishnupur, P.O. Joka, currently recorded in L.R. Khatian Nos. 3028, 3029, 3065, 3051, 3025, 3035, 3067, 3094, 3036, 3034, 3039, 3070, 3023, 3081, 3038, 3033, 3042, 3044, 3020, 3043, 3037, 3031, 3030, 3032, 3048, 3064, 3019, 3021, 3092, 3026, 3060, 3082, 3050, 3087, 3024, 3093, 3089, 3056, 3083, 3084, 4111, 3047, 3045, 3052, 3046, 3091, 3049, 3090, 3053, 3054, 3055, 3063, 3057, 3058, 3085, 3059, 3086, 3062, 3040, 3088, 3041, 3061, 3075, 3078, 3077, 3080, 3068, 3069, 3073, 3072, 3079, 3074, 3076, 3066, 3071, 3027 (previous L.R. Khatian No. 2323 and before this 2231), J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Kulerdari Gram Panchayat, District South 24 Parganas comprised in:-

<b>R.S. and L.R. Dag No.</b>	<b>Total Land (in Acres)</b>
12 (part)	0.06
13 (part)	1.75
18 (part)	0.09
19 (part)	0.12
21 (part)	0.23
24 (part)	0.67
25	2.72
26	1.48
56 (part)	0.75
55 (part)	1.45
	<b>9.32</b>

**TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**RED**' thereon.

**Schedule-C**  
**[Connecting Land]**

**ALL THAT** the piece or parcel of Land containing an area of 20 Decimals, be the same a little more or less, comprised in L.R. Dag No. 709, L.R. Khatian No. 1682 J.L. No. 120, in **Mouza Hanspukuria**, P.S. Haridevpur, P.O. Joka, District South 24 Parganas **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

**Schedule-D**  
**[Second Land]**

### PART-I

**ALL THAT** the piece or parcel of land containing an area of **9.64 Acres** (964 Decimals), be the same a little more or less, comprised in several R.S & L.R. Dag Nos. and Khatian Nos. mentioned below, in **Mouza Daulatpur**, J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Gram Panchayat Kulerdari, District South 24 Parganas currently recorded in L.R Khatian Nos. 4335 to 4348, 4355 to 4367, 4370 to 4389, 4392 to 4394, 4397 to 4421, 4464 to 4472, 4512 to 4523 and 4527.

<b>R.S. &amp; L.R. Dag Nos.</b>	<b>Total Land (in Acres)</b>
11	0.11
12 (part)	0.67
13 (part)	0.70
16	0.57
17	0.67
18 (part)	0.31
19 (part)	0.10
51	0.33
52	0.05
53	0.06
54	0.08
55 (part)	0.67
56 (part)	0.08
57	0.62
58	0.70
67(part)	0.33
87	0.64
88	0.66
89	0.71
96	0.75
98	0.73
99	0.10
	<b>9.64</b>

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the map or plan annexed hereto and shaded '**LIGHT BLUE**' thereon.

### PART-II

**ALL THAT** the piece or parcel of Land containing an area of **25 Decimals**, be the same a little more or less, in L.R. Dag No. 709, recorded in L.R. Khatian No.8955, 8956 & 8971 in

**Mouza Hanspukuria**, J.L. No. 120, P.S. Haridevpur, District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto

Sl No.	Name of The Owner	Dag No.	Khatian No.
1	DTC Intertrade Private Limited	709	8955
2	DTC Minerals Private Limited	709	8956
3	Salmon Residency Private Limited	709	8971

**Schedule-E**  
**[Third Land]**

**ALL THAT** the piece or parcel of Land containing an area of 47 Decimals, be the same a little more or less, comprised in R.S. Dag No. 97, corresponding to L.R. Dag No. 97 and L.R. Khatian No. 4412, 4364, 4361, 4527, 4343, 4419, 5163 in **Mouza Daulatpur, J.L No. 79** P.S. Bishnupur, P.O. Joka, District South 24 Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

**Schedule-F**  
**[The BSNL Land]**

**ALL THAT** piece and parcel of the land measuring about **11 Decimals** in R.S. & L.R. Dag No.11 recorded in L.R. Khatian No.4404, 4465 & 4468 (Previous L.R. Khatian No.4368 & before that 2381) in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-G**  
**[The WBSSEDCL Land]**

**ALL THAT** piece and parcel of land measuring about **15.75 Decimals** in R.S. & L.R. Dag Nos. 16 & 17, recorded in L.R. Khatian Nos. 4516, 4520 & 4527, (Previous L.R. Khatian No. 2381) in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-H**  
**[Developable Land]**

**ALL THAT** the piece or parcel of land containing an area of about **19.61 Acres (1961.25 Decimals)** out of which about **19.16 Acres (1916.25 Decimals)** is in Daulatpur Mauza, detailed in **Part-I** hereunder written and about **45 Decimals** is in Hanspukuria Mouza detailed in **Part-II** hereunder written.

**Part-I**  
**[Daulatpur Mouza]**

**ALL THAT** piece and parcel of land measuring about **19.16 Acres (1916.25 Decimals)** in R.S. & L.R. Dag Nos. 12, 13, 16, 17, 18,19, 51, 52, 53, 54, 55, 56, 57, 58, 67, 87, 88, 89, 96, 97, 98, 99 recorded in L.R. Khatian Nos. 4383, 4382, 4384, 4370, 4371, 4377, 4378, 4372, 4379, 4381, 4375, 4386, 4376, 4388, 4389, 4374, 4387, 4373, 4385, 4380, 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414, 4340, 4336, 4338, 4339, 4347, 4346, 4337, 4345, 4368, 4519, 4513, 4514, 4520, 4512, 4517, 4516, 4522, 4523, 4521, 4518, 4515,4527, J.L. No.79, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Part-II**  
**[Hanspukuria Mouza]**

**ALL THAT** the piece or parcel of Land containing an area of **45 Decimals**, be the same a little more or less, in L.R. Dag No. 709, recorded in L.R. Khatian No. 1682, 8955, 8956 & 8971 in J.L. No. 120, P.S. Haridevpur (previously Thakurpukur), P.O. Joka, District South 24-Parganas **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

**Schedule-I**  
**[The Exclusive Passage]**

**ALL THAT** piece and parcel of land measuring about **141.908 Decimals** out of which about 116.908 Decimals in L.R. & R.S. Dag Nos. 19, 18, 13, 12, 11, 89, 96, 97, 98 & 99 recorded in L.R. Khatian Nos. 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414 and 4368 in **Mouza-Daulatpur**, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, within J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, and area of 25 Decimals, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120, P.S. Haridevpur, District South 24-Parganas **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-J**  
**[Said Land]**

**Collectively:** the **First land** described in **Schedule B**, the **Connecting Land** described in **Schedule-C** and the **Second Owners Land** described in **Schedule D** and the **Third Land** described in **Schedule-E** together containing an area of about 19.88 Acres (1987.27 Decimals) out of which about **19.42 Acres (1942.27 Decimals)** is in **Daulatpur** Mauza and about **45 Decimals** is in **Hanspukuria** Mouza.

**Schedule-K**  
**[Manner of Execution of the Said Project]**

1. It will be a gated complex named "**DTC SOUTHERN HEIGHTS**", hereafter referred to as the "**Said Complex**". A hoarding with the words "**DTC SOJON**" and a Logo of the Promoter may be affixed within the Said Complex at a place to be decided by the Promoter. However, the name and style of **DTC SOJON** is being used for branding and marketing purpose only.
2. The Said Complex will comprise of residential, commercial and/or residential-cum-commercial buildings, hereafter referred to as the "**Blocks**".
3. Each Block will consist of separate and self-contained enclosed spaces, hereafter called the "**Units**", to be used for residential or commercial purposes.
4. The units with private gardens shall have concrete flooring in the private garden area with grass carpet on top of it.
5. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit owners and occupiers of that Phase, hereafter the "**Phase Common Portions**". However, the Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Complex, the Phase Common Portions of all the Phases will together become the Project Common Portions.
6. Each of the Blocks will have its common areas, amenities and facilities, hereafter referred to as the "**Block Common Portions**", which will be for exclusive use and enjoyment of the occupiers of that Block.
7. There will be a Club in the Said Complex for the recreational activities only for the owners and occupiers of the Units and/or Apartment which will be a part of the Project Common Portions. The Promoter will initially manage the Club by itself or

through its nominee or nominees and will handed it over to the Complex Association upon its formation. All the Allottees of Units of the Complex will be members of the Club. The Allottee may request for additional membership to the Club for the occupants in its Apartment, which may be permitted by the Promoter or the Complex Association upon its formation, on such terms and conditions as the Promoter or the Complex Association, as the case may be, may deem fit and proper, which will, inter alia, be as under:

- (a) If the Allottee is a Body Corporate or a Partnership firm or a HUF or any other Association of Persons, it will be required to nominate the occupier of the Apartment as the member of the Club.
  - (b) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.
  - (c) Some of the facilities at the Club shall be available to the members, subject to payment of the Monthly Subscriptions, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
  - (d) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members including Additional Members.
  - (e) The entire Club or all its facilities may not be ready or operational for use at the time the possession of the Apartment will be handed over to the Allottee but as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Allottee.
  - (f) If the Allottee transfers its Apartment, the membership of the Club will automatically stand transferred to its transferee and the membership of the transferor and its Additional Members, if any, will automatically stand cancelled.
8. After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". All Unit owners of a Phase shall compulsorily become members of the Phase Association of that Phase. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**", who will then manage and maintain the Project Common Portions.

9. The Connecting Land will be used only for ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Diamond Harbour Road and the guard room for the security personnel manning that gate
10. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned
11. The Promoter will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.

**Schedule-L**

**Part-I**

**[Developed Phase]**

**ALL THAT** piece and parcel of land measuring about **11.22 Acres (1122 Decimals)** in R.S. & L.R. Dag Nos. 12, 13, 21, 24, 25, 26, 51, 52, 53, 54, 55, 56, 57, 58, 67, 97, 98, 99 recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3094, 4111, 4335 to 4347, 4355 to 4367, 4370 to 4389, 4392 to 4394, 4397 to 4421, 4464 to 4472, 4514, 4527, 5163 in Mouza- Daulatpur, J.L. No.79, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, and **45 Decimals** in L.R Dag No. 709 recorded in L.R Khatian Nos. 1682, 8955, 8956, 8971 in Mouza – Hanspukuria, P.O – Joka, P.S – Haridevpur, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Part-II**

**[Said Phase Land]**

**ALL THAT** piece and parcel of land measuring about **3.35 Acres (335 Decimals)** approx. out of **6.80 Acres (680 Decimals)** in R.S. & L.R. Dag Nos. .... recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3093, 4111, 4335, 4341 to 4344, 4355 to 4367, 4370 to 4389, 4392 to 4394, 4397 to 4421, 4464 to 4472, 4514, 4527, 5163 in Mouza- Daulatpur, J.L. No.79, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Part-III**

**[Future Land]**

**ALL THAT** piece and parcel of land measuring about **1.86 Acres (186 Decimals)** in R.S. & L.R. Dag Nos. 16, 17, 18, 19 recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3094, 4111, 4343 to 4344, 4348, 4355 to 4363, 4405 to 4421, 4469 to 4472, 4512 to 4523, 4527 in Mouza- Daulatpur, J.L. No.79, P.S. Bishnupur, P.O. Joka, under

Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-M**  
**Part-I**  
**[Phase Common Portions]**

**Upon completion of the Said Project, the Complex Common Portions will, interalia, have the following:**

- 1) Club,
- 2) Sewerage Treatment Plant,
- 3) Water filter Plant,
- 4) Roads, installations, signage and security arrangements,
- 5) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,
- 6) Fire Fighting and protection system,
- 7) Playing area for children,
- 8) Fences, hedges boundary walls and main gate of the Complex,
- 9) The air conditioned banquet cum community hall,
- 10) Generator, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 11) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 12) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

**Schedule-M**  
**Part-II**  
**[Block Common Portions]**

- 1) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,

- 2) Ultimate roof of the Block,
- 3) Elevators in each Block,
- 4) System for telephone,
- 5) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 6) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

#### **Schedule-N**

#### **[Defects for which the Promoters will not be Liable]**

1. The Promoters will not be liable to rectify any defect in the Apartment or the Said Block in the following instances:
  - 1.1 If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
  - 1.2 If the Allottee makes any changes, modifications and/or alteration in the electrical lines of the Apartment then, any defect in the electrical lines of the Apartment that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.
  - 1.3 If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items in the Apartment then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
  - 1.4 If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment then, any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

- 1.5 If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
- 1.6 If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows of the Apartment, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
- 1.7 If there are scratches or damages to the floor or wall tiles of the Apartment due to wear and tear or direct or indirect impact on the floor or wall tiles.
- 1.8 If the waste pipes or waste lines of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- 1.9 The damages of any nature in the Apartment due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- 1.10 The damages in pipelines or electrical lines of the Apartment during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- 1.11 The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained properly.
- 1.12 The damages due to non-maintenance of such things or items or fixtures of the Apartment which require regular maintenance and which gets damaged due to such non-maintenance.
- 1.13 The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the Apartment or the Said Block due to different coefficient of expansion and contraction of materials.
- 1.14 If the defects in the materials, fittings, equipments, and/or fixtures provided are in the Apartment or the Said Block owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.

- 1.15 Where the defects, whether in the Apartment or the Said Block, are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.
- 1.16 If the Apartment is used for any purposes other than residential.
2. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.
  3. The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring of the private garden of their unit.
  4. If however the defect is such that it cannot be rectified, the Promoter shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Said Project whose decision shall be final and binding upon the Allottee and the Promoters.

**Schedule-O**  
**[Covenants]**

- A. The Allottee shall:
- i. Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities facilities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoters and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoters or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;
  - b. Pay the entire charges for electricity for the Apartment and proportionately for the Phase Common Portions;
  - c. Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment

and after installation by WBSDCL, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;

- d. Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- e. Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- f. Pay, wholly in respect of the Apartment, and proportionately in respect of the Said Block, the Said Phase and/or the Complex all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- g. Allow the Promoter and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;
- h. Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Promoter and/or the Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;
- i. The allottee may do soil filling after proper water proofing on the concrete flooring in the private garden area of their concerned unit at their own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However the allottee will not be allowed to make any structural changes in the private garden area.

B. The Allottee shall not:

- i. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Block Common Portions or the Phase Common Portions, save at the places earmarked therefore;
- ii. Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Phase;
- iii. Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house,

guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business or professional chamber or office;

- iv. Hang from or attach to the beams or the rafters of any part of the Apartment or the Said Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Said Block or any part thereof;
- v. Do or cause to be done anything which may cause any damage to or affect the Said Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units in the Said Block;
- vi. Affix, tamper or draw any wire, cable, pipe from, to or through any Phase Common Portions or outside walls of the Said Block or other parts of the Complex, without approval of the Promoter or the Association, as the case may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;
- vii. Affix any or install any antenna on the ultimate roof of the Said Block or any open terrace that may be part of the Apartment or in its windows;
- viii. Hang or put any clothes in or upon the windows, balconies or any other portion of the Apartment which is visible from the outside or to outsiders;
- j. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- k. Install any air-conditioner, except in the approved places;
- l. Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Promoter or the Association, as the case may be;
- m. Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Block, the Said Phase and/or the Complex;
- n. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment or the Said Block or cause the premium for the insurance to be increased;
- o. Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Promoter or the Association, as the case may be.

- p. Obstruct or hinder the construction on any part or portion of the Said Land, any of the Phases or the Blocks or any Further Other Land, if any.
  - q. Change the name of the Said Project nor the numbering or the names, as the case may be, of any of the Blocks.
  - r. Restrict any of the other owners and/or occupiers of the Said Block or the Said Phase the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-P** below.
- ix. Raise any objection to the installation and/or maintenance of the telephone/mobile antenna and/or obstruct free access to the Block by the any representative, mechanic or employee of the said Telephone Operator and/or the Promoter as described in Clause 34(i).

**Schedule-P**  
**[Easements]**

- i. The right of ingress to and egress from the Unit over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
- ii. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iii. The right of support, shelter and protection of each portion of the Block by the other portions thereof.
- iv. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- v. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

**Schedule-Q**  
**[Specifications]**

<b>Foundation</b>	Earthquake resistant Reinforced Concrete Cement structure
<b>External Finish</b>	Weather Proof Exterior Paint
<b>Interior Finish</b>	Putty Puning
<b>Flooring</b>	Interiors-Vitrified Tile Staircase – Epoxy coating/ Tiles
<b>Kitchen</b>	(i) Granite counter with Stainless steel sink (ii) Dado of ceramic tiles up to 2 ft. above the counter / platform (iii) Electrical point for Refrigerator, Water purifier, Microwave, Chimney & Exhaust fan
<b>Toilet</b>	(i) Anti skid ceramic floor tiles (ii) Toilet Walls – Designer Glazed tiles on the walls upto door height (iii) Sanitary ware of reputed brand (iv) Chrome Platted fittings of reputed brand (v) Electrical Point for Geyser & Exhaust Fan (vi) Plumbing provision for Hot / Cold water line
<b>Doors &amp; Windows</b>	(i) Main Door – Flush Door with Laminate on external side (ii) Internal Doors –Painted /Polished Flush doors (iii) Windows – Powder Coated Aluminium windows
<b>Electricals</b>	(i) Provision for Split AC Points (ii) Provision for Cable TV / Broadband wiring (iii) Plug Points in all bedrooms, Living / Dining, Kitchen & Toilets (iv) Concealed copper wiring with Central MCB of reputed brands (v) Door bell point at the main entrance door (vi) Modular switches of reputed brands
<b>Lift</b>	Of reputed make

**Schedule-R**  
**[Amenities& Facilities]**

1.	Round the clock water supply from filtration plant with oxidation chamber and Iron removal plant
2.	Rain water harvesting
3.	24 hours security personnel
4.	CCTV installed at critical locations

5.	Community hall which can be used for small parties, children birthday parties and other small functions
6.	Standby generator for the Common Areas, Amenities & Facilities & the Units (Optional)
7.	State-of-the-art fire-fighting equipment
8.	Sewerage treatment plant and solid waste management with compacter and composter

**Schedule-S**  
**[Apartment]**

- a) **Tower No. ....** is a ..... storied under construction being the "**Said Block**", within the said Phase "**DTC SOUTHERN HEIGHTS PHASE-5**", at the project namely "**DTC SOUTHERN HEIGHTS**".
- b) **Unit No. ....**, having carpet area of about ..... **Square Feet** *together with* a balcony having a carpet area of about **67 Square Feet**, that is collectively having a usable area of about **989 Square Feet**, [which is equivalent to about **1460 Square Feet** of Super Built-up Area]
- c) **Type of Unit: .....**
- d) **Floor where Unit will be located: .....<sup>TH</sup> floor**
- e) .... (....)**Nos. of Ground Covered Independent Car Parking Space** admeasuring .... **Square Feet**
- f) **TOGETHER WITH** pro-rata share of the Said Block Common Portions, the Phase Common Portions and the Said Phase Land.

Note:

1. The floor plan of the Apartment is annexed hereto and marked as **Plan-B**.
2. In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

**Schedule-T**

The Total Price payable for the said Apartment based on Carpet Area, is as follows:

<b>Particulars</b>	<b>Rate per Square Feet</b>	<b>Amount (In INR)</b>
UNIT COST		
Exclusive Balcony/Varandah		
Exclusive open Terrace		
Proportionate cost of Common Areas		
Car Parking		
Amenities Charges		
Infrastructure Development Charges		
<b>Total Price</b>		

Note:

- i) The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).
- ii) In addition to the Total price mentioned above, at the time of taking possession of the Apartment the following Deposits will be required to be made by the Allottee:
  1. **Sinking Fund:** Rs.3 (Rupees Three) per Square Feet of the Super Built-up Area per month for 12 months.
  2. **Maintenance Charges Deposit:** Rs.3 (Rupees Three) per Square Feet of the Super Built-up Area, per month for 12 Months, together with applicable GST.

**Schedule-U**  
**[Payment Plan]**

**(Part-I)**  
**General**

(In case of agreement before commencement of construction of the concern Building.)

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	20% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.

On Completion of Piling	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Ground Floor Roof Casting	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 1 <sup>st</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 5 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 9 <sup>th</sup> Floor	7.5% of the Total Price together with applicable Goods & Service Tax.
On Casting of 13 <sup>th</sup> Floor	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Roof Slab	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Internal Flooring	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Unit	5% of the Total Price together with applicable Goods & Service Tax.
On or before the date of possession	i) 5% of the Total Price together with applicable Goods & Service Tax. ii) The Deposits together with applicable Goods & Service Tax.

**(Part-II)**

**[Payment plan of the Allottee]**

*Inasmuch as the Piling work has been completed, the Payment Plan for the Allottee will be as follows:*

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	30% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.
On Completion of Ground Floor Roof Casting	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 1 <sup>st</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 5 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 9 <sup>th</sup> Floor	7.5% of the Total Price together with applicable Goods & Service Tax.
On Casting of 13 <sup>th</sup> Floor	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Roof Slab	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Internal Flooring	7.5% of the Total Price together with applicable Goods & Service Tax.
On Completion of Unit	5% of the Total Price together with applicable Goods & Service Tax.

On or before the date of possession	i) 5% of the Total Price together with applicable Goods & Service Tax. ii) The Deposits together with applicable Goods & Service Tax.
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**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

*Authorised Signatory of the Owners:*

*Authorised Signatory of the Promoter:*

At Kolkata on \_\_\_\_\_ in the presence of

**WITNESSES:**

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURES**

ANNEX-A	Copy of the Site Plan as disclosed by the Promoter in its registration.
ANNEX-B	Copy of Unit Layout Plan of the said Apartment