

## **AGREEMENT FOR SALE**

This agreement for sale made this the ----- day of \_\_\_\_\_,2019  
Between (1) **ASHOK KUMAR BHATTACHARYA**, son of Late  
Ganesh Chandra Bhattacharya (PAN NO. AVMPB2943H) (MOBILE  
NO. -----) a citizen of India and at present residing  
at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S.  
Sonarpur,

District- 24 Parganas (South), Kolkata - 700 151 (2) **SUJIT KUMAR SEN** son of Late Kamalapada Sen (PAN NO. ATYPS2420F) (MOBILE NO. -----) a citizen of India and at present residing at No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047 (3) **SANAT NASKAR** son of Kamal Naskar (PAN NO. ABRPN8179P) (MOBILE NO. -----) a citizen of India and at present residing at Mahamayatala Mandir Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084 (4) **RANJAN DHALI** son of Late Benoy Dhali (PAN NO. ADSOD8454G) (MOBILE NO. -----) a citizen of India and at present residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, (5) **SIB SANKAR MONDAL** son of Late Parbati Charan Mondal, (PAN NO. AEZPM2158L) (MOBILE NO. -----) a citizen of India and at present residing at Bimala Apartment, N. S. C. Bose Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, (6) **SMT. RAMA CHAKRABORTY** wife of Biswaranjan Chakraborty (PAN NO. -----) (MOBILE NO. -----) a citizen of India at present residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South) hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in their respective heirs, legal representatives and assigns) of the FIRST PART AND **STARLITE INFRACON PVT. LTD.**, (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703) (MOBILE NO. 9831041000) a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko being represented by its Ms. Neelam Singh daughter of Bijali Prasad Singh (PAN NO. -----) (MOBILE NO. -----) working for gain at or from the aforesaid address, duly empowered and authorised on that behalf hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **SECOND PART AND PANCHMUKHI PROMOTERS PVT. LTD.** (PAN NO.AADCP9837E) (CIN NO. U10101WB2006PTC11107) (MOBILE NO. -----) a company incorporated under the Companies Act, 1956 and having its registered office at New Town Square, Suite No. 6,C2, 6<sup>th</sup> Floor, Spencer Building, Chinnar Park, Rajarhat, Kolkata – 700 136, P. S. Rajarhat being represented by its Director Mr. Sandeep Shah (PAN NO. APRPS6509J) (MOBILE NO. -----) son of Santosh Shah, working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf hereinafter referred to as the "**ASSOCIATE DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **THIRD PART** \_\_\_\_\_ (PAN No. \_\_\_\_\_), (CIN No. \_\_\_\_\_), a company incorporated under the companies Act, 1956, and having its registered office at \_\_\_\_\_ represented by its Director----- Authorised representative duly empowered and authorized on that behalf by a resolution passed at the meeting of the Board of Directors of the said company held on --- day of ----- dated \_\_\_\_\_ hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) / \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act 2008, having its principal place of business at \_\_\_\_\_(PAN - \_\_\_\_\_) (Identification No. --- -----), being represented by its authorized Partner and/or authorized representative, \_\_\_\_\_(Pan No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) duly empowered and

authorized on that behalf at the meeting of the partners held on the --- day of ----- hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners)/ -----  
 ----- son of/daughter of/wife of ----- at present residing at -----  
 ----- hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the **FOURTH PART** The Owners, the Developer and the Associate Developer and the Allotee shall hereinafter collectively be referred to as parties and individually as a party.

WHEREAS :

- A. The Owners are seized and possessed of and/or sufficiently entitled to **ALL THAT** pieces and parcels of Bastul Land Together With one storied building standing thereon and/or on part thereof containing a built up area 1000 sq. ft. be the same a little more or less Together With the unobstructed right of easement for ingress and egress through the 20 ft. wide passage from the Scholl Road containing by ad-measurement an area of 15 cottahs be the same a little more or less forming part of the **ENTIRE HOUSING COMPLEX** more fully described in **PART-I** of the **FIRST SCHEDULE** hereunder written.
- B. The Developer herein is also seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of land containing by estimation an area of 2 bighas 6 cottahs and 8 chittacks equivalent to 77 decimals more or less which is contiguous and adjacent to the said Part-I of the Housing Complex and hereinafter referred to as the remaining part of the Housing Complex and more fully and

particularly described and mentioned in the **PART-II** of the **FIRST SCHEDULE** hereunder written.

- C. Thus the Owners and the Developer jointly become entitled to **ALL THAT** pieces and parcels of aggregate land containing by estimation an area of 93 cottahs 11 chittacks and 32 sq. ft. be the same a little more or less more fully and particularly described and mentioned in the PART-III of the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **ENTIRE HOUSING COMPLEX**.
- D. The documents of title evidencing the Owners' title and interest in part of the said **ENTIRE HOUSING COMPLEX** are more particularly described and set out in PART-I of the **SECOND SCHEDULE** hereunder written.
- E. The documents of title evidencing the Developer's title and interest in part of the said **ENTIRE HOUSING COMPLEX** are more particularly described and set out in PART-II of the **SECOND SCHEDULE** hereunder written.
- F. The said **ENTIRE HOUSING COMPLEX** is earmarked for the purpose of constructing residential housing comprising of two blocks of multi storied apartment buildings one comprising of G+12 storied and the other comprising of G+4 storied and shall be known as **DNP HEIGHTS PHASE-II**.
- G. In terms of the provisions contained under the said development agreement dated 3<sup>rd</sup> November, 2013 and 20<sup>th</sup> March, 2017 respectively executed by the Owners the Developer being empowered and authorized applied for and got the said Housing Complex and the remaining part of Housing Complex amalgamated so as to comprise of **ALL THAT** pieces and parcels of land earmarked for the **ENTIRE HOUSING COMPLEX**.
- H. In terms of the provisions contained under the said development agreements the Developer with the consent and concurrence of the Owners and by virtue of the powers of authorities vested in the

Developer and/or its nominee entered into a further supplementary development agreement dated 27<sup>th</sup> April, 2018 which was registered in the office of ARA-I, Kolkata and recorded in Book No. I, being Deed No. ----- for the year 2018 whereby and whereunder the Associate Developer was inducted in the Scheme of joint venture development embodying therein participation of the Associate Developer in effective implementation of the said scheme for joint venture.

- I. By a deed of power of attorney dated ----- and registered in the office of ARA-I, Kolkata and recorded in Book No. I being Deed No. ----- for the year 2018 the Owners granted development powers and authority unto and in favour of the Developer and/or the Associate Developer and/or their respective nominee or nominees strictly for implementation of the said development agreement and for execution and completion of the said **ENTIRE HOUSING COMPLEX**.
- J. The Owners along with the Developer and the Associate Developer have jointly and mutually decided that the ground coverage/FAR sanction for the said **ENTIRE HOUSING COMPLEX** need not be fully/uniformly utilized and such utilization of the sanction ground coverage/FAR may be varied from one block to the other without exhausting the total sanction ground coverage/FAR of the **ENTIRE HOUSING COMPLEX** which consist of two several residential blocks with our without modification or variation as per the decision of the Associate Developer.
- K. The independent blocks which only indicative and may be modified and varied at the option of the Associate Developer in the manner strictly described under the law for the time being in force without changing the structural design of such Block.
- L. All The Facilities and Amenities will be mutually shared by all the Blocks of the **ENTIRE HOUSING COMPLEX** and with progress of development of the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each Block,

both current and future, as part of a common integrated development. The Developer and the Associate Developer are creating enough services and infrastructure keeping in mind all the future construction all the common Facilities and Amenities may not be made available as soon as the initial Block is completed as some of the Facilities will be made available only upon completion of the **ENTIRE HOUSING COMPLEX** and further the Developer and the Associate Developer will have the right to shift the situation of a particular Facility from one Block to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time. The formation of the Mother Association will be progressive and concurrent with the completion of the **ENTIRE HOUSING COMPLEX** including Future addition. Till such time the Apex Association takes over the entire administration, the Allottee who have taken possession in completed Block will be required to pay the Common Expenses pertaining to their own Block as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottee of both Blocks of the entire complex towards maintenance of common pathways, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities and common services divided by the area of both the Blocks for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottee take up possession in subsequent period. The Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases. It is further provided on completion of construction of both the Blocks and transfer of the flats/units to the Allottee and on formation of the Association the Developer and the Associate Developer shall withdraw itself from such role and hand over the responsibility to the new body.

It is further provided that in case of completed Blocks Future Extensions, the access rights and all other rights of easement etc shall be provided by the Developer and the Associate Developer to the Allottee of all Blocks mutually through the completed pathways passing through the completed Blocks.

- M. The Developer and the Associate Developer if and when propose to purchase adjacent and/or adjoining and/or other land in the near vicinity of the Said Land and in case the Sellers so purchases such additional land, the Sellers shall be at liberty, at their discretion, to combine them into the said Building for constructions of several buildings and/or to share and/or to apportion the benefits and advantages, access, way, portions or utility etc. as also the Common Areas (both within the Block or in the Complex) of the Building to such additional construction on the additional land arising out of such combination with the Said **ENTIRE HOUSING COMPLEX**. The Allottee has no objection to such increase in the area of the Said **ENTIRE HOUSING COMPLEX** and the Allottee further agrees to allow and hereby gives his consent to the Developer and the Associate Developer to purchase such land and to develop the same and/or to integrate the land so purchased into the Said Land and/or the Building and the Allottee has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas and also in the facilities appertaining to the Said **ENTIRE HOUSING COMPLEX** and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Developer and the Associate Developer in making necessary amendments to the particulars (including amendments to the particulars as prescribed in the prescribed forms under West Bengal Apartment Ownership Rules, 1974, and/or otherwise) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be required from time to time.



- N. The Rajpur Sonarpur Municipality has sanctioned the Building plan being Building Permit No. ----- dated -----  
--- to develop the **ENTIRE HOUSING COMPLEX**.
- O. The Developer and the Associate Developer has obtained the final layout plan approvals for various parts of the **ENTIRE HOUSING COMPLEX** from Rajpur Sonarpur Municipality. The Developer and the Associate Developer agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to Second Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement in such event the Apartment Plan of the Allottee should not be, changed to a major extent and also all the common facilities should be made available to the Allottee ultimately for which the Developer and the Associate Developer may change the location.
- P. The Associate Developer for self and on behalf of the Developer will take up construction and development of the said **ENTIRE HOUSING COMPLEX** block-wise.
- Q. The Developer and the Associate Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer and the Associate Developer accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings.
- R. The Developer and the Associate Developer has registered/applied for registration of the buildings under the provision of the West Bengal Housing Industry Regulation Act 2017(WBHIRA) Act with the Regulatory Authority at Kolkata and the authenticated copy of the Application No.NPR00115/Registration Certificate No.\_\_\_\_\_ of the building granted by the WBHIRA is annexed hereto and marked ANNEX-D.

- S. Relying on the title assurance by the Developer and/or the Associate Developer and after referring to the papers and documents supplied by them the Allottee after prima facie satisfying himself /herself/ itself/themselves about the rights entitlement of the Developer and the Associate Developer and after inspection of the Plan designs and specifications prepared by their Architects and sanctioned by the competent authorities in respect of the two blocks of the buildings and all other permissions necessary for construction and development had applied for purchasing an apartment in the building vide application no.....dated.....and has been allotted apartment no.....having carpet area of ..... square feet corresponding to a Built-up area of \_\_\_\_\_ square feet demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause ( m) of section 2 of the Act working out to super built up area of \_\_\_\_\_ square feet, type ....., on .....floor in Building Block No..... along with exclusive use of the Terrace admeasuring \_\_\_\_\_ Sq. Ft. along with the right to use \_\_\_\_\_ Garage / Covered (Dependent/Independent) Car Parking Space /Open Car Parking Space (Dependent/Independent) No.\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. located on the Basement/Ground/\_\_\_\_ Floor of or around the Building Block as permissible under the applicable law and of pro rata share in the common areas ("common Areas") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment/Unit and more fully and particularly described and mentioned in **PART-I AND PART-II of the FIFTH SCHEDULE** above referred to.
- T. The Allottee has given his specific confirmation herein that the responsibility of title of the Said Housing Complex be on the Developer and the Associate Developer until conveyance of the said unit and the said land thereunder.

- U. Whereas the authenticated copies of the plans of the Layout of the said blocks as proposed by the Developer and the Associate Developer and according to which the construction of the buildings and open spaces are proposed to be provided for have been annexed hereto and marked as 'Annexure A'
- V. The Allottee hath taken inspection of all the authenticated copies of the documents of title also the certificate of title prepared and issued by the Advocates for the Developer and the Associate Developer which has been uploaded in the official website of the Project under WBHIRA and the Allottee may also independently specified himself/herself/themselves about the Owners' title to the Block land as also the Developer and the Associate Developer's right of developing the said.
- W. The Allottee made himself/herself/themselves/itself is fully aware and has unconditionally agreed and accepted that the Owners and the occupants of other units or apartments of the Block shall also have complete unhindered and unobstructed right of access to all common areas, amenities and facilities and services of the Block which are so intended and meant by the Developer and the Associate Developer for used or enjoyment of the Owners and occupants of other parts or portions of the said Block.
- X. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- Y. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the Block.
- Z. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom

finance has been taken for the Block and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Unit in the said Block.

- AA. The parties rely on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in the agreement and all applicable laws , are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- BB. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties , the Developer and the Associate Developer hereby agrees to sell and the Allottee hereby agree to purchase the Apartment and the rights appurtenant thereto and right to use of the garage/covered parking (if applicable) as specified in Para S.

**NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

1. DEFINITIONS :

1.1. For the purposes of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the West Bengal Housing Industry Regulation Act 2017;
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017;
- (c) "Regulstions " means the Regulations made under the West Bengal Housing Industry Regulation Act 2017;
- (d) "Section" means a section of the Act.

- 1.2 ARCHITECT shall mean the Architect appointed or to be appointed from time to time by Developer and the associate Developer for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.3 ALLOTMENT/BOOKING/AGREEMENT FOR SALE shall mean the provisional Booking letter and/or this Agreement for sale of the Apartment.
- 1.4 BLOCK/TOWER shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5 BUILT UP AREA shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.6 ENTIRE HOUSING COMPLEX PLAN shall mean the plan relating to the entire Housing Complex envisaged at present to comprise altogether two Blocks altogether demarcated and externally bordered in Color "GREEN" in the Plan attached herewith and marked "Annex A" plus future extensions to this Complex without becoming part of any other housing complex but will merge and integrate with this complex only and become part of this Complex.
- 1.7 CARPET/CHARGEABLE AREA shall mean the net usable floor area of the Unit , excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an

Unit , meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit,

- 1.8 COMMON MAINTENANCE EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners of the entire Housing Complex more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written.
- 1.9 COMMON PURPOSES shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Builders and/or occupants of the respective units and all other purposes or matters in which Holding Organisation / Maintenance Body and occupants have common interest relating to Block/s Building/s in each of the phases/Blocks and/or the entire Housing Complex.
- 1.10 COMMON AREA / COMMON PARTS AND FACILITIES shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

- 1.11 PARKING SPACE shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement, ground floor level or at other levels, whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Builder for exclusive use of the Allottee who opts to take it from the Builder at a consideration. The specifically allotted Car Parking spaces(Dependent/ Independent) to a particular Allottee shall be regarded as 'Limited Common Area' to be allotted for the exclusive use by the individual Allottee as decided by the Builder.
- 1.12 PROPORTIONATE SHARE will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Entire Housing Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.13 SUPER BUILT UP AREA will be the total covered area of the respective flat and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift machine rooms, servants / common toilet, electrical rooms, CC TV Room and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof etc.
- 1.14 STRUCTURAL ENGINEER shall mean the Engineer appointed or to be appointed from time to time by Developer and the Associate Developer for the preparation of the structural design and drawings of the buildings.

## 2. TERMS

2.1 SUBJECT TO Terms and conditions as detailed in this agreement , the Developer and the Associate Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para S above;

2.2 The total price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ("Total price") which includes cost of Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, proportionate cost of common area, taxes, maintenance charges as per Clause 13. Breakup and description is more fully described in **SEVENTH SCHEDULE** hereunder written.

Explanation:

- I. The Total Price above includes the booking amount paid by the Allottee to the Developer and the Associate Developer towards purchase of this Apartment;
- II. The Total Price above includes Taxes consisting of tax paid or payable by the Developer and the Associate Developer by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Block payable by the Developer and the Associate Developer up to the date of handing over the possession of the Apartment to the Allottee and the Block to the Association of Allottee or the Competent Authority, as the case may be , after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment/Building or the Block shall be carried out by the Developer and the Associate Developer upto a maximum period of 3 months after CC which shall be included in the total price.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the



Developer and the Associate Developer shall be increased/reduced based on such change modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Block as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Block by the Authority, as per the Act, the same shall not be charged from the Allottee.

- III. The Developer and the Associate Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer and the Associate Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, finishing with paint, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per Clause 13 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Block and also, pro rata share in the Common Areas; and garage(s) / closed parking(s) (dependent/independent) as provided in the Agreement.
- V. Payment of any instalment if made in advance shall be adjusted to the next instalment as mentioned above. No interest shall be paid by the Developer and the Associate Developer for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.

- VI. The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- VII. **NOMINATION**; If prior to execution of the conveyance, the Allottee(s) nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Developer and the Associate Developer. However the first 12(twelve) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. At the time of nomination , the Transferee will be compulsorily required to register the Agreement for sale/nomination agreement.

The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Developer and the Associate Developer. Any additional income tax liability that may become payable by the Developer and the Associate Developer due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Developer and the Associate Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

- VIII **SPECIFICATIONS** -The tentative specification of the Blocks of the Building is as given and more fully described in **SIXTH SCHEDULE** hereunder written. In the event of any change in the specifications necessitated on account of any Force Majeure

events or to improve or protect the quality of construction , the Developer and the Associate Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SIXTH SCHEDULE** hereunder written.

- IX AMENITIES : The Developer and the Associate Developer shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities is as given more fully described in **FOURTH SCHEDULE** hereunder written. No substantial or significant changes will be done. Since the entire Housing Complex will be developed Block-wise the description and location of the Common areas /amenities pertaining to the entire Housing Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered .
- X. The Allottee agrees and accepts that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Developer and the Associate Developer shall ensure that only approved specifications mentioned in **SIXTH SCHEDULE** hereunder written is maintained.

2.3 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 Developer and the Associate Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer and the Associate Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Block as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Block by the Authority as per the Act, the same shall not be charged from the Allottee.

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

2.4 The Allottee(s) shall make the payment as per the payment Schedule set out in **SEVENTH SCHEDULE** hereunder written ("Payment Plan").

2.5 It is agreed that the Developer and the Associate Developer shall not make any additions and alteration in the sanctioned plans, layout plans of the said Blocks and specifications and the nature of fixtures, fittings and amenities described herein in **SIXTH SCHEDULE** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act or due to change in law. Provided that they may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which

does not affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Developer and the Associate Developer will be allowed to change and for that the Allottee gives his consent.

2.6 The Developer and the Associate Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer and the Associate Developer. If there is any reduction in the carpet area within the defined limit then Developer and the Associate Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 3% of the Carpet area of the Apartment, allotted to Allottee, the Developer and the Associate Developer shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'J'. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.1 of this Agreement.

2.7 Subject to Clause 11.3 the Developer and the Associate Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment ;
- (ii) The Allottee shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer and the Associate Developer shall hand over the common areas to the Association of Allottee after duly obtaining the completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer and the Associate Developer shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act. and the Proportionate share of the Allottee in the land and also in the common areas will always be variable.

- (iii) The Allottee of the apartments of each of the buildings within the Complex shall own in common with other Allottee, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
- (iv) The Allottee has the right to visit the Developer and the Associate Developer site to assess the extent of development of the Block and his apartment as the case may be subject to prior consent of the Block engineer and complying with all safety measures while visiting the site.

2.8 It is made clear by the Developer and the Associate Developer and the Allottee agrees that the Apartment along with garage/covered parking (dependent / independent) shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Block is an independent, self-contained Block covering the said Land underneath the building and is not a part of any other Block or zone and shall not form a part of and/or linked/combined with any other Block in its vicinity or otherwise except extension of the same Block on adjacent future land except for the purpose of integration of infrastructure and facilities for the benefit of the Allottee in the manner described in

clause No. S hereinabove. It is clarified that Block's Infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the Allottee of the entire Housing Block with further future extensions.

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

2.11. The Developer and the Associate Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected 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 Block). If the Developer and the Associate Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developer and the Associate Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

2.12. The Allottee has paid a sum of Rs..... (Rupees..... Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer and the Associate Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer and the Associate Developer within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount, he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

### 3. MODE OF PAYMENT

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

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer and the Associate Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Developer and the Associate Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer and the Associate Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

### 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer and the Associate Developer with such



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

4.2 The Developer and the Associate Developer accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Developer and the Associate Developer 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 Developer and the Associate Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer and the Associate Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer and the Associate Developer shall be issuing the payment receipts in favour of the Allottee only.

## 5. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

and the Associate Developer to adjust his payments in any manner.

## 6. TIME IS ESSENCE

(i) Time is essence for compliance of obligation by the Developer and the Associate Developer as well as the Allottee. The Developer and the Associate Developer shall abide by the time schedule for completing the Block/phase as disclosed at the time of registration of the Block with the Authority and towards handing over the Apartment to the Allottee and the common areas in the Phase to the association of the Allottee after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. If the Developer and the Associate Developer at any time during the Block execution finds itself in a situation which prevents it from completing the Block within time and/or extended time in such event the Developer and the Associate Developer will have the right to return the money with interest. @ ----- prime lending rate of the State Bank of India plus two per cent p.a.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer and the Associate Developer as provided in more fully described in **SEVENTH SCHEDULE** hereunder written ("Payment Plan").

(ii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer and the Associate Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer and the Associate Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the

due date till the date of receipt by the Developer and the Associate Developer of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer and the Associate Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer and the Associate Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer and the Associate Developer has no obligation to return the original dishonoured cheque.

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

## 7. CONSTRUCTION OF THE BLOCK / APARTMENT

7.1 The Developer and the Associate Developer 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 Act and shall not have an option to make any variation / alteration / modification in this phase except rise in the floors, that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

7.2 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications,

amenities and facilities, along with this Agreement which is presently pending approval by the WBHIRA Authority / which has been approved by the competent authority, as represented by the Developer and the Associate Developer. The Developer and the Associate Developer shall develop the Block/Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer and the Associate Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Corporation Act, 2006 and shall not have an option to make any variation / alteration / modification in such plans except rise in the floors , other than in the manner provided under the Act and breach of this term by the Developer and the Associate Developer shall constitute a material breach of the Agreement.

7.3 The Developer and the Associate Developer has got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s).

7.4 The Developer and the Associate Developer has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phases as per Annex – A and so far as the Allottee's Apartment is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities.

7.5 Besides the Additional FAR as stated above the Developer and the Associate Developer may also extend the Block in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage,

underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Developer and the Associate Developer that the Developer and the Associate Developer shall have full right , title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present Block as well as the subsequent phases/Blocks to be constructed but it is hereby declared that so far as the Completed phases are concerned they are already constructed and no extension will be permitted and in respect of present Block under construction out of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks subject to timely delivery by Developer and the Associate Developer. In future phases it can be utilized in the manner the Developer and the Associate Developer decides. The Allottee is also notified that the Developer and the Associate Developer may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Developer and the Associate Developer may decide to provide for a passage way across this Housing Complex and for this purpose the Developer and the Associate Developer shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association. The Developer and the Associate Developer may extend the size of the Complex as presently envisaged by causing development of another Block/Phase on land contiguous to the present Complex whereupon the Developer and

the Associate Developer will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Block/Phase and similarly the facilities in the extended Block/Phase shall be available for use by the Residents of the present Phases/Complex.

7.6 The Developer and the Associate Developer will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Block as the same will be utilized for construction activities during the construction period.

7.7 After handing over possession of the current Block/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent Blocks/phases is found to be defective the Developer and the Associate Developer may be forced to restructure the other sanctioned /non-sanctioned phases out of the entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Developer and the Associate Developer to the Allottee and also delivery within the committed time.

## 8. POSSESSION OF THE APARTMENT/ PLOT

8.1 Schedule for possession of the said Apartment: The Developer and the Associate Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of the Allottee, is the essence of the Agreement. Provided that the Developer and the Associate Developer shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Developer and the Associate Developer for giving possession of the Apartment on

the aforesaid date and the same shall not include the period of extension given by the Authority for registration. The Developer and the Associate Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on ....., unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate Block ("Force Majeure"). If, however, the completion of the Block is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer and the Associate Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Developer and the Associate Developer will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer and the Associate Developer to implement the Block due to Force Majeure conditions, then this allotment shall stand terminated and the Developer and the Associate Developer shall refund to the Allottee the entire amount received by the Developer and the Associate Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and the Associate Developer and that the Developer and the Associate Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the

Developer and the Associate Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

8.2 The right of the Allottee shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Block or Complex.

8.3 The Developer and the Associate Developer has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule but the Developer and the Associate Developer knows there will definitely be delays in the timelines provided but the Developer and the Associate Developer assures the Allottee that the Block will be completed within the 'Completion date' provided in Clause 8.1 above.

8.4 Procedure for taking possession :-

(i) 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 and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Developer and the Associate Developer in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment till Occupation /Completion Certificate is received and Deed of Conveyance is executed.



(ii) The Developer and the Associate Developer, upon obtaining the occupancy certificate/Completion Certificate/Partial/Provisional Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate subject to payment of all amounts due and payable under this Agreement and registration of conveyance deed. However, upon the Developer and the Associate Developer giving a written notice, the Developer and the Associate Developer shall give and the Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice. The Developer and the Associate Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer and the Associate Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer and the Associate Developer/ Association of Allottee, as the case may be 3 months from the date of issuance of Completion Certificate/notice of possession. The Developer and the Associate Developer shall hand over the photocopy of the Completion Certificate of the Block to the Allottee at the time of conveyance of the same.

(iii) At the time of registration of conveyance of the structure, the Allottee shall pay to the Developer and the Associate Developer, the Allottee' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said phase of the building. At the time of registration of conveyance or Lease of the Block land, the Allottee shall pay to the Developer and the Associate Developer, the Allottee' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## (iv) DEEMED POSSESSION

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Developer and the Associate Developer, the Allottee shall be deemed to have taken possession on the 15<sup>th</sup> day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Developer and the Associate Developer shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the deemed Possession Date;

The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest at the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottee shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Developer and the Associate Developer/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (iii) To the discontinuance of supply of electricity to the Said Unit
- (iv) To the discontinuance of water supply ;
- (v) not to allow the usage of lifts, either by Allottee,

his/her/their family members, domestic help, staff and visitors;

- (vi) To discontinuance of the facility of DG Power back-up;
- (vii) To discontinuance of the usage of all amenities and facilities provided in the said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.
- (viii) To use, utilize and enjoy of the common facilities and utilities attached to the Flat or Unit allotted to the Purchaser in accordance with the stipulations more fully and particularly described and mentioned in the **NINETH SCHEDULE** hereunder written.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Developer and the Associate Developer/Association to realize the due amount from the Allottee.

8.5 After taking possession and/or after 105 days of the notice of possession of the Apartment the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area/Built-up area of the Apartment ) of outgoings in respect of the Block land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Block land and buildings. The amounts so paid and/or Deposits if any made to the Developer and the Associate Developer shall not carry any interest and such Deposit shall remain with the Developer and the Associate Developer and the same shall be handed over to the Apex Association on completion of the entire Housing Complex, which

are more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written.

#### 8.6 Failure of Allottee to take the possession of Apartment:

8.6.1 Upon receiving a written intimation from the Developer and the Associate Developer as per clause 8.3, the Allottee shall take possession of the Apartment from the Developer and the Associate Developer by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Developer and the Associate Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.3, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of Rs. 5000/- per month as Guarding Charges for the period of delay in taking possession.

8.6.2 The Allottee must not fail to take actual possession of the Apartment within a period not more than three months from the date of completion, failing which, without prejudice to such other rights the Allottee shall become liable to pay the Guarding Charges of Rs.5,000/- per month and all other losses which the Developer and the Associate Developer may have suffered on this account. The Allottee shall be liable to bear and pay and/or contribute all municipal rates, taxes, guarding charges, maintenance and other outgoings proportionately the outgoings in respect of the Block land and Building/s namely Maintenance and all Municipal rates, taxes, and other charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Block land and building/s for the Apartment 3 months from the date of possession or the Deemed date of Possession as the case may be whichever is earlier. Physical possession of the Apartment shall be withheld if all dues are not cleared by the Allottee. In case delivery

of physical possession is withheld by the Developer and the Associate Developer, the possession of the Apartment will be deemed to have been taken by the Allottee on the deemed date of possession (i.e. end of 15 days from date of the Notice of Possession) .

8.6.3 Until the Society or Limited Company is formed and the Said structure of the phase is transferred to it, the Allottee shall pay to the Developer and the Associate Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer and the Associate Developer provisional monthly contribution per month towards outgoings. The amounts so paid by the Allottee to the Developer and the Associate Developer shall not carry any interest and remain with the Developer and the Associate Developer until a conveyance / assignment of lease of the structure of the phase is executed in favor of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the phase the aforesaid deposits(less deduction provided for in this Agreement) shall be paid over by the Developer and the Associate Developer to the Society or the Association, as the case may be.

8.7 Possession by the Allottee- After obtaining the Completion certificate /partial completion certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer and the Associate Developer to handover the necessary documents and plans, including common areas to the association of the Allottee on its formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Developer and the Associate Developer shall hand over the necessary documents and plans including common areas to the Association of Allottee within 30 days after obtaining the completion certificate or as per local laws.

8.8 Cancellation by Allottee- The Allottee shall have the right to cancel / withdraw his allotment in the Block as provided in the Act:

- (i) Provided that subject to clause 8.8 (ii) below where the Allottee proposes to cancel/withdraw from the Block without any fault of the Developer and the Associate Developer, the Allottee shall serve a 90 (ninety) days' notice in writing on the Developer and the Associate Developer and on the expiry of the said period the allotment shall stand cancelled and the Developer and the Associate Developer herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money paid by the Allottee after the aforesaid deductions shall subject to clause 8.8(iii) below be returned by the Developer and the Associate Developer to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to Allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Developer and the Associate Developer for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.
- (ii) Where the Allottee proposes to cancel/withdraw from the Block without any fault of the Developer and the Associate Developer then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Block is not less than the Total Price payable by the Allottee under this Agreement.
- (iii) It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Associate Developer and the Allottee shall be

free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## 8.9 Compensation-

8.9.1 The Developer and the Associate Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Block 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 but such liability shall cease with the handing over of the Common areas and the common purposes to the Association of Allottee.

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

8.9.3 If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law

or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of compensation from Developer and the Associate Developer. The Developer and the Associate Developer will however refund all the money received from the Allottee(s) .

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

8.9.5 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Developer and the Associate Developer completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. I/We appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Developer and the Associate Developer will become entitled to terminate the allotment. Conversely if the Developer and the Associate Developer does not deliver on time, the Developer and the Associate Developer will be liable to be penalised as described in Clauses 8.9.1 and 8.9.2 above.

8.9.6 It is hereby clarified and recorded that the marketing agent(s) appointed by the Developer and the Associate Developer for selling / marketing of the flats / spaces in this Block shall not have any responsibility towards buyers of flats / spaces nor there



shall be any claim by the Allottee of flats / spaces of this Block(Allottee) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the Block for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them.

8.10.7 The Developer and the Associate Developer will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Developer and the Associate Developer to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Developer and the Associate Developer in writing and that the right of such access may be withdrawn by the Developer and the Associate Developer at any time without assigning any reasons therefore.

## 9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER AND THE ASSOCIATE DEVELOPER

The Developer and the Associate Developer jointly and severally hereby represents and warrants to the Allottee as follows:

- (i) There are no litigations affecting the Said Land at present. The Owner/Developer has absolute, clear and marketable title with respect to the said phase land the requisite authority and rights to carry out development upon the said

phase land and absolute, actual, physical and legal possession of the said phase land for the Block. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Developer and the Associate Developer shall ensure the Owner's title;

- (ii) The Developer and the Associate Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Block;
- (iii) There are no encumbrances upon the said phase land or the Block;
- (iv) There are no litigations pending before any court of law with respect to the said land, Block or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Block, said land and Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Developer and the Associate Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Block, said land, Building and Apartment and common areas;
- (vi) The Developer and the Associate Developer has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer and the Associate Developer has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said phase land, including the Block and the said Apartment which will, in any manner, affect the rights of allottee under this agreement;
- (viii) The Developer and the Associate Developer confirms that the Developer and the Associate Developer is not restricted in any manner whatsoever from selling the said Apartment

- to the Allottee in any manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer and the Associate Developer shall handover lawful, vacant, peaceful, possession of the Apartment to the Allottee and the common areas to the association of the Allottee;
  - (x) The Schedule property is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the schedule property;
  - (xi) The Developer and the Associate Developer has duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said Block to the competent authorities till completion certificate of Block/phase has been issued and Notice of possession issued irrespective of whether physical possession of apartment along with common areas has been handed over to the Allottee and the Association of Allottee or not.;
  - (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer and the Associate Developer in respect of the said land and/ or Block;

## 10. EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Developer and the Associate Developer shall be considered under a condition of default, in the following events:

- (i) Developer and the Associate Developer fails to provide ready to move possession of the Apartment to the Allottee within the time period specified or fails to complete the Block within the stipulated time disclosed at the time of Registration of the Block with the

Authorities. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Completion Certificate has been issued by the Competent Authority.

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

10.2 In case of default by Developer and the Associate Developer under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Developer and the Associate Developer as demanded by the Developer and the Associate Developer by the Developer and the Associate Developer. If the Allottee stops making payments, the Developer and the Associate Developers shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer and the Associate Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/c clause 8 of this Agreement.;

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

Developer and the Associate Developer to the Allottee within forty-five days of it becoming due

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Associate Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions..

10.3 The Allottee shall pay to the Developer and the Associate Developer within fifteen days of demand by the Developer and the Associate Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

(i) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Developer and the Associate Developer as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer and the Associate Developer on the unpaid amount at the rate specified herein.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Developer and the Associate Developer in this regard, the Developer and the Associate Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the

amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer and the Associate Developer shall intimate the Allottee about such termination at least 30 days prior to such termination. in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Developer and the Associate Developer to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

## 11. CONVEYANCE OF THE SAID APARTMENT

11.1 The Developer and the Associate Developer on receipt of complete amount of the price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Developer and the Associate Developer's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate and the Completion certificate as the case may be , to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer and the Associate Developer within 3 months from the date of issue of occupancy certificate

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer and the Associate Developer to withhold registration of the conveyance deed in

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

11.2 The Developer and the Associate Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the right title and the interest of the Vendor /Lessor/Original Owner/Developer and the Associate Developer and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.

11.3 The Developer and the Associate Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid cause to be transferred to the Federation/apex body all the right title and the interest of the Vendor /Lessor/Original Owner/Developer and the Associate Developer and/or the Owners in the Block Land on which the Building the Building with multiple wings are constructed.

11.4 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Developer and the Associate Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Developer and the Associate Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the Block shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment in case of a transfer, as the said

obligations go along with the Apartment for all intents and purposes.

## 12. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ BLOCK

(i) The Developer and the Associate Developer shall be responsible to provide and maintain essential services in the Block for three months or till the taking over of the maintenance of the Block / phase by the association of the Allottee whichever is earlier. The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the Block to the association of Allottee and thereafter to the association of Allottee. In case the formation of the Association is delayed beyond the said period, due no fault of the Developer; the Developer and the Associate Developer shall provide and maintain the essential services in the said Block till the Association is formed and the said Block is handed over to the Association and the Allottee shall be liable to pay to the Developer and the Associate Developer or facility management company, the charges for such maintenance as fixed by the Developer and the Associate Developer at actual.

### (ii) ADDITIONS OR REPLACEMENTS

(A) As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the Block on pro-rata basis as specified by the association. the Developer and the Associate Developer and upon completion the association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.



(B)After deemed taking over possession and/or after handing over maintenance of the Block / Phase to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- (i) regularly and punctually the proportionate share of maintenance charges;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').
- (iii) The Allottee shall not withhold payment of the same on any account whatsoever.
- (iv) In the event of any default the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Developer and the Associate Developer or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .
  - (a) to the discontinuance of services;;
  - (b) Prevent usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (v) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.

- (v) Developer and the Associate Developer or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
- (vi) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (vii) In the event of sale and transfer of the Apartment the Developer and the Associate Developer or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

### 13. DEFECT LIABILITY

13.1 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 Developer and the Associate Developer as per the agreement for sale relating to such development is brought to the notice of the Developer and the Associate Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer and the Associate Developer to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Developer and the Associate Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Developer and the Associate Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear

or due to reasons not solely attributable to the Developer and the Associate Developer.

13.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and the Associate Developer and without giving the Developer and the Associate Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer and the Associate Developer shall be relieved of its obligations contained in clause 14 hereinabove.

13.3 The Developer and the Associate Developer shall obtain all such insurances, including but not limited to insurance of this Block including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottee. After expiry of the Insurance the Association of Allottee shall be responsible for renewing the same.

13.4 It is clarified that the above said responsibility of the Developer and the Associate Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Allottee of flats should also pay maintenance charges for maintenance of the Block and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the Allottee and there being discontinuation of proper maintenance in that event the Developer and the Associate Developer should not be held as liable as default

on its part under this clause.

Provided that where the manufacturer warranty as shown by the Developer and the Associate Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the Block, the Developer and the Associate Developer shall not be responsible for any defects occurring due to the same. The Block as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Block amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

14.1 The Allottee hereby agrees to purchase the Apartment 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 Allottee (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 Allottee from time to time.

14.2 Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Apartment (IX) Basement not meant for Common Use (VII) Any Community or Commercial facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Block or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED STIPULATED RIGHTS**, specifically mentioned in the **NINETH SCHEDULE** hereunder written. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Developer and the Associate Developer shall be entitled to among others to the following rights and interest in respect thereof:

14.3 The Developer and the Associate Developer has the right-

- a) To grant the right or facility of open (dependent/independent)/covered(dependent/Independent) / stilt (dependent/Independent) /mechanical parking

- space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Developer and the Associate Developer will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
  - c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Block signs, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.
  - d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire Block land and the Developer and the Associate Developer shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottee shall be deemed to have given their consent to such construction by Developer and the Associate Developer

- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.
- i) since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Developer and the Associate Developer shall grant unto the Allottee and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this Block/ phase.
- j) The Developer and the Associate Developer will have the liberty to change the direction of infrastructure services which may be required by you to utilize areas in adjoining phase/Block.

#### 15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer and the Associate Developer/ Maintenance agency/ association of Allottee shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for

providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/ or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### 16. USAGE

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

#### 17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

17.1 Subject to clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her cost, in good repair and condition It shall be the responsibility of the Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and



tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

17.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the Block, building therein or common areas. 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 hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. It is agreed recorded that the Developer and the Associate Developer shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room.

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

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

- 17.5 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer and the Associate Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 17.6 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer and the Associate Developer and/or the Society or the Association.
- 17.7 CABLE/BROADBAND/TELEPHONE CONNECTION: Provisions has been made only for one or more service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to

avail the cable connection facilities of the designated service providers to all the Flat/Units.

17.8 The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of RULES, REGULATIONS AND RESTRICTIONS are listed in ANNEX- E hereto which may be amended and/or changed by the Mother/Apex Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Developer and the Associate Developer/Association or in a proper case by an aggrieved Apartment Owner. The Allottee shall indemnify and keep indemnifying the Developer and the Associate Developer towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the Allottee.

17.9 Name of the Block/Building(s)/Wing(s)/Phase : Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developer and the Associate Developer herein has decided to have the name of the Block "**DNP HEIGHTS PHASE-II**" or as decided by the Developer and the Associate Developer and further erect or affix Developer and the Associate Developer's name board at suitable places as decided by the Developer and the Associate Developer herein on a building and at the entrances of the scheme. The Allottee(s) in the said Block/ building(s) or proposed organization are not entitled to change the aforesaid Block name and remove or alter Developer and the Associate Developer's name board in any circumstances. This condition is essential condition of this agreement.

- 17.10 The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottee of the said units and if for any reason respective Recovering Authority got recovered the same from the Developer and the Associate Developer in such circumstances the Developer and the Associate Developer herein shall be entitled to recover the same from the Allottee alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottee shall pay the same to the Developer and the Associate Developer within the stipulated period as may be informed by the Developer and the Associate Developer to the Allottee in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.
- 17.11 Air Conditioning: If the Apartment has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units
- 17.12 The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the FIRE SAFETY RULES as provided in **TENTH SCHEDULE** hereunder written and the MAINTENANCE RULES as provided in more fully described in **ELEVENTH SCHEDULE** hereunder written hereto subject to further additions and modifications from time to time.
18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Parties are entering into this agreement for the allotment of an Apartment with the knowledge of all laws, rules, regulations, notifications applicable to the Block in general and this Block in particular. That the Allottee hereby undertakes that he/ she shall

comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

#### 19. ADDITIONAL CONSTRUCTIONS

The Developer and the Associate Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Block/Phase after the building plan has been approved by the competent authority(ies) except for as provided in the Act save and except vertical increase in the Floor as agreed or as per the Act.

#### 20. DEVELOPER AND THE ASSOCIATE DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

#### 21. APARTMENT OWNERSHIP ACT

21.1 The Developer and the Associate Developer has assured the Allottee that the Block in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972. The Developer and the Associate Developer showing compliance of various laws/regulations as applicable in the said Act.

21.2 An Apartment Owners Apex Association (Holding Organisation) will be formed Upon completion of construction of the entire Block as the Developer and the Associate

Developer may deem fit and proper, the Developer and the Associate Developer shall call upon the Allottee to hold a General Meeting wherein the Allottee present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation, as prepared and provided by the Developer and the Associate Developer at such General Meeting, which shall be final and binding on all the Apartment Owners. When such Association will be formed, each Allottee shall automatically become a member. Until such Association is formed the Developer and the Associate Developer shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Developer and the Associate Developer. The Allottee grants all powers to the Builder and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertake to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer and the Associate Developer for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Block out of the Housing Complex will form its own Association. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Developer and the Associate Developer/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Developer and the Associate Developer/Association about his ownership or interest as the case may be of the Apartment in question.

- 21.3 The Developer and the Associate Developer shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Apartments of the Block notify the detailed scheme of formation of the Apartment Owners' Association to the Allottee so as to enable them to constitute/form such Owners Association as per local law. The Allottee shall whenever required by the Developer and the Associate Developer provide specific Power of Attorney in favor of the Developer and the Associate Developer for taking steps for formation of the Apartment Owners' Association.
- 21.4 On completion of the Construction in all respect, a notice will be given to the Association to take charge and handover within 90 days. If the handover is not taken by the Allottee within this period, the Developer and the Associate Developer will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less , from the Allottee from the expiry of 90 days till the period handover is taken by the Allottee /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Developer and the Associate Developer shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Developer and the Associate Developer continues to provide the services it will be entitled to the supervision charge of 15%.
- 21.5 All the members of the Association shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.

- 21.6 Maintenance and common purposes of the Project shall vest in the Association pertaining to that with regard to the Maintenance and Common Purposes of the entire Housing Complex, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
- 21.7 In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottee and also on the Maintenance Bodies.
- 21.8 In no event the Allottee shall be entitled to make any other Association, Body or Organization save as stated above.
- 21.9 The Allottee, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
- 21.10 The Developer/Associate Developer shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.
- 21.11 Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of :-



- (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
- (b) Rendition of common services;
- (c) To receive realize and collect the service charges;
- (d) To remain responsible for such other functions as may be necessary;

21.12 Notwithstanding anything contained herein for the purpose of handing over to Association the Developer and the Associate Developer shall follow the local Act and as per the said law, Block handover will be done on receiving Completion Certificate of entire Block and not on partial CC of Block/Phase.

22. BINDING EFFECT Forwarding this Agreement to the Allottee by the Developer and the Associate Developer does not create a binding obligation on the part of the Developer and the Associate Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Developer and the Associate Developer. If the Allottee(s) fails to execute and deliver to the Developer and the Associate Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Developer and the Associate Developer, then the Developer and the Associate Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days

from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. However, Processing Fees of Rs. -----/- as agreed at the time of Application / EOI shall be deducted. If Agreement is cancelled after signing by the Allottee deduction will be as per Clause 8.8.1

23. ENTIRE AGREEMENT This Agreement, along with the schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

24. RIGHT TO AMEND This Agreement may only be amended through written consent by the Parties.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Block shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Developer and the Associate Developer may, at its sole option and discretions, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the

payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer and the Associate Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer and the Associate Developer to exercise such discretion in the case of other Allottee.

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

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

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Block, the same shall be the proportion which the carpet area / the built up area of the Apartment bears to the total carpet area / the built up area of all the Apartments in the Block.

29. 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.

30. PLACE OF EXECUTION The execution of this agreement shall be complete only upon its execution by the Developer and the Associate Developer through its authorized signatory at the Developer and the Associate Developer's Office, or at some other Place, which may be mutually agreed between the Developer and the Associate Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Developer and the Associate Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

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

For Owners

**ASHOK KUMAR BHATTACHARYA**, No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151

**SUJIT KUMAR SEN** No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047.

**SANAT NASKAR**, Mahamayatala Mandir Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084

**RANJAN DHALI**, Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084,

**SIB SANKAR MONDAL**, Bimala Apartment, N. S. C. Bose Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084,

**SMT. RAMA CHAKRABORTY,** No. Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South).

(ii) For Allottee

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(iii) For Developer

**STARLITE INFRACON PVT. LTD.,** No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko

(iv) For Associate Developer

**PANCHMUKHI PROMOTERS PVT. LTD.**(PAN NO.AADCP9837E) (CIN NO. U10101WB2006PTC11107) (MOBILE NO. -----) a company incorporated under the Companies Act, 1956 and having its registered office at New Town Square, Suite No. 6,C2, 6<sup>th</sup> Floor, Spencer Building, Chinnar Park, Rajarhat, Kolkata - 700 136, P. S. Rajarhat.

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

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

33.SAVINGS

Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

#### 34. GOVERNING LAW

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

#### 35. DISPUTE RESOLUTION

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

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(PART-I)**  
**(THE PROPERTY BELONGING TO THE OWNERS AND FORMING**  
**PART OF THE HOUSING COMPLEX)**

**ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq. ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(PART-II)**  
**(THE PROPERTY BELONGING TO THE DEVELOPER AND FORMING PART OF THE HOUSING COMPLEX)**

**ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(PART-III)**  
**(THE PROPERTY COMPRISING THE ENTIRE HOUSING COMPLEX)**

**ALL THAT** That pieces and parcels of land (partly “bastu” and partly “doba” in nature), hereditament and premises situate , lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq. ft. be the same a little more or less

**ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of “bastu” land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of “bastu” land comprised in and forming part of R. S. Dag No. 3168 appertaining

to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarpur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South.

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(PART-I)**  
**(RECITAL CONCERNING TITLE OF THE OWNER NOS. 1 TO 6 )**

1. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
2. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.
3. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.
4. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani



Bhattacharjee and Amar Chakraborty son Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.

5. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14<sup>th</sup> July, 1953 and 12<sup>th</sup> October, 1955 and registered in the office of the Sub-Registrar Baruipur and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
6. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
7. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puja and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
8. By an order dated 19<sup>th</sup> November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.
9. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son ASHOK Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa

Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty all being sons of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6<sup>th</sup> share each save that the last three named persons jointly acquired and undivided 1/6<sup>th</sup> part or share therein.

10. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREE SREE RAJ BALLAV SHIB THAKUR.
11. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their right and interest in or upon the said premises unto and in faovur of ASHOK Kumar Bhattacharya absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
12. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Owner herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
13. Thus, the said Owner No. 1 became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to

38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the **First Plot of Land**.

14. By an agreement for development dated 26<sup>th</sup> April, 2017 and made between the said Owner No. 1 herein and therein described as the Owner and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190102454 for the year 2017 the said Owner No. 1 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 1 became entitled to 26% of the total built up area and the remaining 74% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **First Plot of Land** or proportionate to the **First Plot of Land**.
15. At all material times one Anjulekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together with a building standing thereon and/or on part thereof along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary wall Together With all rights of easements of entrance and exit through the 22 ft wide municipal road and hereinafter referred to as the said First Lot Premises.
16. At all material Smritlekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together With 20 years old building and/or structure standing thereon containing a built up area of 1000 sq. ft. more or less along with the right of easement over a 10 ft. wide passage situate

and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 hereinafter referred to as the said Second Lot Premises.

17. At all material times Anjulekha Guha and Smritilekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 were jointly seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary walls Together With all rights of easements of entrance and exit through the 22 ft wide school road and hereinafter referred to as the said Third Lot Premises.
18. By a deed of conveyance dated 8<sup>th</sup> September, 2010 and made between Smt. Anjulekha Guha and Smt. Smritilekha Guha therein described as the Vendors of the One Part and the Owner Nos. 2 to 5 herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10645 for the year 2010 the said Smt. Anjulekha Guha and Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Third Lot Premises absolutely and forever.
19. By a further deed of conveyance dated 8<sup>th</sup> September, 2010 and made between Smt. Anjulekha Guha therein described as the Vendor of the One Part and the Owner Nos. 2 to 5 herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10646 for the year 2010 the said Smt. Anjulekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Owner

Nos. 2 to 5 herein All That the said First Lot Premises absolutely and forever.

20. By a deed of conveyance dated 8<sup>th</sup> September, 2010 and made between Smt. Smritilekha Guha therein described as the Vendor of the One Part and the Owner Nos. 2 to 5 herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10647 for the year 2010 the said Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Second Lot Premises absolutely and forever.
21. Thus the Owners herein jointly became absolutely seized and possessed of or otherwise well and sufficiently as the full and absolute joint owners of **ALL THAT** piece and parcel of Bastu Land Together With one storied building containing a built up area 1000 sq. ft. be the same a little more or less standing thereon and/or on part thereof as also the right of easement for ingress and egress through the 20 ft. passage from the School Road and containing by estimation an area of 15 cottahs be the same a little more or less situate and lying at Mouza-Jagaddal, JL No. 71, RS No. 233, Pargana-Magura, P. S. & ADSR Sonarpur, being Holding Nos. 91, 92 and 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and referred to as the Second Plot of Land.
22. The Developer herein is seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of ALL THAT pieces and parcels of contiguous and adjacent land to the Said Premises containing by estimation an aggregate area of 2 Bighas 6 cottahs and 8 chittacks equivalent to 77 decimals more or less and comprised in RS Dag Nos. 3102, 3103, 3104 corresponding to LR Dag Nos. 3139, 3140 and 3141 appertaining to RS Khatian Nos. 666 and 684/2, J. L. No. 71, Pargana-Magura, Mouza-Jgaddal, P. S. and Sub-registry office Sonarpur, District- 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality hereinafter referred to as the **Adjacent Premises**.

23. The Developer with the intention of beneficial use and utilization of the adjacent premises constructed new building or buildings thereon comprising of several independent self contained flats and/or apartments and/or office spaces and/or shop rooms including car parking spaces for residential and commercial uses for commercial exploitation thereof in or upon **Adjacent Premises**.
24. By an agreement for development dated 20<sup>th</sup> March, 2017 and made between the said Owner Nos. 2 to 5 therein described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190101877 for the year 2017 the said Owner Nos. 2 to 5 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner Nos. 2 to 5 became entitled to 40% of the total built up area and the remaining 60% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Second Plot of Land** or proportionate to the **Second Plot of Land**.
25. At all material times Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of ALL THAT piece and parcel of Bagan Land situate and lying at Mouza-Jagatdal and comprised in J. L. No. 71, RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 689/2, P. S. Sonarpur, District-24 Parganas (South) measuring 17 cottahs be the same a little more or less.
26. By a Deed of Conveyance dated 20<sup>th</sup> January, 1961 and made between the said Debendra Narayan Das Kayal & Ors. therein described as the Vendors of the One Part and Smt. Aruna Devi therein described as the Purchaser of the Other Part and registered in the Sub-Registry Office at Baruipur and recorded in Book No. I, being Deed No. 372 for the year 1971 the said Debendra Narayan Das Kayal & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.

27. By a Deed of Conveyance dated 21<sup>st</sup> September, 1981 and made between the Smt. Aruna Devi therein described as the Vendor of the One Part and Smt. Arpita Ganguly therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore and recorded in Book No. I, being Deed No. 10790 for the year 1981 the said Smt. Aruna Devi for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
28. By a Deed of Conveyance dated 18<sup>th</sup> May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Smt. Shanti Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Alipore and recorded in Book No. I, being Deed No. 6440 for the year 1989 the Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** carved out demarcated piece and parcel of Bagan Land measuring 11.43 cottahs more or less out of 17 cottahs situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
29. By a Deed of Conveyance dated 18<sup>th</sup> May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Kunal Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6440 for the year 1989 the said Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

30. By a Deed of Conveyance dated 17<sup>th</sup> November, 1994 and made between Kunal Guha therein described as the Vendor of the One Part and Owner No. 6 herein therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6339 for the year 1994 the said Kunal Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
31. Thus the Owner No. 6 became seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the **Third Plot of Land** and delineated and shown in the map or plan annexed hereto and there on enclosed within red border line.
32. After purchasing or acquiring the First, Second and Third Plots of Land the Owner Nos. 1 and 2 to 5 and 6 respectively applied for and got their names mutated in respect of the said First, Second and Third Plots of Land and have been holding, possessing and enjoying their respective plots of land upon paying and discharging all rates, taxes and other proportionate outgoings concerning or relating thereto.
33. The Owner Nos. 1 to 6 with the intention of beneficial and profitable use and utilization of the said First, Second and Third Plots of Land approached the Developer being the Owner of the



Adjacent Premises with a proposal for amalgamation and development of the First, Second and Third Plots of Land with the Adjacent Premises on joint venture basis for mutual benefit and on mutually settled terms, conditions and stipulations contained therein.

34. In terms of such mutual understanding by an agreement for development dated 3<sup>rd</sup> November, 2013 and made between the said Owner No. 6 therein also described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of District Sub-Registrar-IV, South 24, Parganas, Alipore and recorded in Book No. I being Deed No. 08900 for the year 2013 the said Owner No. 6 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 6 became entitled to 27% of the total built up area and the remaining 73% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Third Plot of Land** or proportionate to the **Third Plot of Land**.
35. By a Deed of Exchange also dated 3<sup>rd</sup> November, 2013 and made between the said Smt. Rama Chakraborty the Owner No. 6 herein and Stralite Infracon Pvt. Ltd. the Developer herein come the Developer the parties thereto amalgamated by way of exchange of **ALL THAT** landmeasuring 2 Bighas 6 cottahs and 8 chittacks and comprised in RS Dag Nos. 3102, 3103 and 3104 appertaining to RS Khatian Nos. 666 and 684/2 for the said Third Plot of Land measuring 5 cottahs 14 chittacks and 1 sq. ft. and comprised in RS Dag Nos. 3102 and 3103 hereinafter for the sake of brevity referred to as the **Third Plot of Land**.
36. At all material times, one Surendra Nath Das Kayal was seized and possessed of ALL THAT pieces and parcels of BAGAN land situate and lying at Mouza-Jagatdal and comprised in Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District – 24 Parganas (South) containing by estimation an area of 18 Cottahs 12 Chittacks be the same a little more or less as the recorded tenant under the then Zamjindar.

37. While being possessed of the said Surendra Nath Das Kayal duly got his name recorded as the lawful occupant of the said land in the C. S. record of rights maintained for such purpose.
38. By a Deed of Family Settlement made, executed and registered by the said Surendra Nath Das Kayal being dated 15<sup>th</sup> June, 1957 he during his life time settled by way of Family Settlement and transferred all his right and interest in all his properties and assets including the above land unto and in favour of his three sons, viz. Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal which was registered in the office of the Additional District Sub-Registrar at Baruipur, in Book No. 1 being Deed No. 216 for the year 1957 whereby and whereunder the said Surendra Nath Das Kayal released and relinquished his secular right and interest in the said property absolutely and forever.
39. Subsequently, at the rime of execution of the Revisional Settlement, Surendra Nath Das Kayal's right or interest in or upon the said land duly vested in the State of West Bengal by and under the provision of the West Bengal Estate Acquisition Act whereby and whereunder the said land was duly recorded in the names of the said three sons, namely, Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal in the R.S. records and have continued to make payment of the rents and other charges on account thereof and continued to hold, possess and enjoy the same as their exclusive separate property.
40. While holding and possessing the said land the said Debendra Narayan Das Kayal and two others as such owners got their names duly mutated in the records maintained with the Rajpur-Sonarapur Municipality concerning and relating the above separate property.
41. By two several Deeds of Conveyance dated 23<sup>rd</sup> January, 1961 and 5<sup>th</sup> April, 1963 and registered in the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. 1 being Deed No. 373 and Deed No. 5245 respectively the said Debendra Narayan Das Kayal and two others have sold, conveyed and transferred their right and interest of and in the said land unto and in favour of Sanat Kumar Lahiri, who thus became seized and possessed of the said land as the sole and absolute owner thereof

and continued to hold and possess the said land and duly recorded his name in the office of the concerned Block Land and Land Revenue Officer as the owner thereof and has been enjoying and possessing the said separate property upon payment of the rates and taxes on account thereof.

42. By a Deed of Conveyance dated 21<sup>st</sup> September, 1981 and made between Sanat Kumar Lahiri (therein described as the Vendor) of the One Part and Smt. Sumita Ganguly (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas South and recorded in Book No. I being Deed No. 10788 for the Year 1981 the said Sanat kumar Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned his right and interest of and in the said separate property unto and in favour of Smt. Sumita Ganguly, since deceased, absolutely and for ever.
43. The said Smt. Sumita Ganguly while holding and possessing the said separate property as the sole and absolute owner thereof duly applied for and got her name recorded as the owner in the record of rights and continued to pay and discharge all rates and taxes on account thereof without any deduction and/or abatement.
44. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20<sup>th</sup> April, 1988 and made in favour of Smt. Anjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4185 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 13 cottahs 12 chittacks more or less.
45. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20<sup>th</sup> April, 1988 and made in favour of Smt. Manjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4184 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft.

wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 8 cottahs 12 chittacks more or less.

46. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20<sup>th</sup> April, 1988 and made in favour of Smt. Smritilekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4186 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 3 cottahs 12 chittacks more or less.
47. By a deed of conveyance dated 21<sup>st</sup> June, 2013 and made between Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra therein collectively described as the Vendors and the Owner No. 7 come Developer therein mentioned as the Purchaser and registered in the office of the District Sub-Registrar-IV, Alipore and recorded in Book No. I being Deed No. 05261 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Starlite Infracon Pvt. Ltd. the Owner No. 7 come Developer herein **ALL THAT** pieces and parcels of land measuring 3 cottahs 12 chittacks more or less forming part of RS Dag No. 3168 appertaining to Khatian No. 468 at Mouza-Jagaddal, P. S. & Sub-registry Office Sonarpur, District 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality unto and in favour of the Developer herein and hereinafter for the sake of brevity referred to as the **Fourth Plot of Land**.
48. The Developer after purchasing the said Fourth Plot of Land duly applied for and got its name mutated and recorded as the Owner in the records maintained in the office of the Rajpur Sonarpur Municipality and hath also applied for such transfer before the concerned Land Reforms Authorities.

49. By a Deed of Conveyance dated 21<sup>st</sup> September, 1981 and made between Subrata Lahiri ( therein described as the Vendor) of the One Part and Smt. Santana Ganguly alias Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly ( therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10780 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly jointly ALL THAT piece and parcel of land containing by estimation an area of 7 Cottah be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas. more fully and particularly described and mentioned in the PART-I OF THE FIRST SCHEDULE thereafter referred to as “the FIRST PLOT OF LAND” TOGETHER WITH the building and/or structure standing thereon and/or on part thereof.
50. By a Deed of Conveyance dated 21<sup>st</sup> September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Jyotish Ganguly, since deceased, ( therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10779 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Jyotish Ganguly, since deceased, ALL THAT undivided piece and parcel of land containing by estimation an area of 1 Bigha 13 Cottahs and 4 Chittaks be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana–Magura, Mouza– Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District–South 24 Parganas, more fully and particularly described and mentioned in the PART-II of the FIRST SCHEDULE, thereafter referred to as “the SECOND PLOT OF LAND” TOGETHER WITH the building and/or structure standing thereon and/or on part thereof.

51. The said Jyotish Ganguly, who during his lifetime was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 6<sup>th</sup> May, 1998 leaving him surviving his wife Smt. Santana Ganguly, his three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and her only son Amit Kumar Ganguly as his legal heiresses and heir under the Hindu Law of Succession, who thus inherited ALL THAT the said Second Plot of Land jointly and in equal undivided 1/5<sup>th</sup> part or share each.
52. The said Smt. Santana Ganguly alias Smt. Santona Ganguly, who was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 10<sup>th</sup> March, 2001 whereby and whereunder her undivided half share in the First Plot of Land and her undivided 1/5<sup>th</sup> share in the Second Plot of Land devolved unto her only son viz. Amit Kumar Ganguly and three daughters, namely, Smt. Sumita Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) jointly and in equal undivided 1/8<sup>th</sup> share each in respect of the FIRST PLOT OF LAND and an undivided 1/20<sup>th</sup> share each in the SECOND PLOT OF LAND.
53. Thus, the said Amit Kumar Ganguly acquired an undivided 5/8<sup>th</sup> part or share in the First Plot of land and undivided 1/4<sup>th</sup> part or share in the Second Plot of Land and the three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly got an undivided 1/8<sup>th</sup> part or share each in the First Plot of Land and undivided 1/4<sup>th</sup> part or share each in the Second Part of Land.
54. Smt. Sumita Ganguly, who during her life time was a spinster, died intestate sometime in or about 4<sup>th</sup> October, 2010 whereupon her undivided 1/8<sup>th</sup> part or share of and in the First Plot of Land devolved unto her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and one brother Amit Kumar Ganguly jointly and in equal share whereupon each of them acquired an undivided 1/24<sup>th</sup> part or share in the First Plot of Land left behind by the said Smt. Sumita Ganguly, since deceased, and as a result of such devolution the said Amit Kumar Ganguly acquired an undivided 2/3<sup>rd</sup> part or share in the said First Plot of Land and his two sisters, namely, Smt. Nandita Ganguly and Smt.

Arpita Mitra nee Ganguly acquired an undivided  $1/6^{\text{th}}$  part or share each in the said First Plot of Land.

55. Similarly, the two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and the only brother Amit Kumar Ganguly on the intestate demise of Smt. Sumita Ganguly by way of intestate succession acquired an undivided  $1/3^{\text{rd}}$  part or share each of and in the undivided  $1/4^{\text{th}}$  part or share left behind Smt. Sumita Ganguly in the Second Plot of Land. Thus the said Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) acquired an undivided  $1/3^{\text{rd}}$  part or share in the Second Plot of Land.
56. By a Bengali Deed of Gift dated 6<sup>th</sup> August, 2008 and registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. 1 being Deed No.08115 of 2008 the said Smt. Arpita Mitra (nee Ganguly), out of her natural love and affection which she did bear for her husband Bhaskar Mitra transferred, assigned and assured by way of Gift, her undivided  $1/3^{\text{rd}}$  part or share of and in the Second Plot of Land and comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2, Pargana – Magura, Mouza–Jagatdal, P.S. and Sub-Registry Office–Sonarpur, District – South 24 Parganas, containing by estimation an area of five Cottahs more or less.
57. At all material times, one Subrata Lahiri, son of Sanat Kumar Lahiri No. 17, Block-A, New Alipore, Kolkata-700 053, P.S. 24-Parganas South, was also seized and possessed of ALL THAT pieces and parcels of DANGA land containing by estimation an area of 10 decimals be the same a little more or less situate and lying and comprised within R.S. Dag No. 3104, appearing to R.S. Khatian No. 684/2, within Pargana- Magura, Mouza–Jagatdal P. S. Sonarpur, R.S. No.. 233, J.L. No. 71, P.S. and Sub-Registry Office–Sonarpur, District – 24 Parganas (South), more fully and particularly described and mentioned in PART-III OF THE FIRST SCHEDULE thereunder written, thereafter for the sake of brevity referred to as "THE SAID THIRD PORT OF LAND".
58. By an agreement in writing dated 21<sup>st</sup> September, 1981 and for the consideration therein mentioned the said Subrata Lahiri

intended to transfer and demise the SAID THIRD PLOT OF LAND unto and in favour of one Jyotish Ganguly and upon receipt of the full consideration delivered unto him peaceful, vacant and khas possession of the SAID THIRD PLOT OF LAND for being utilized for horticulturel purposes.

59. Since the date of the said agreement the said Jyotish Ganguly continued to hold, possess and enjoy the SAID THIRD PLOT OF LAND comprised of the First, Second and Third Plot of Land without any interruption or obstruction from any person or persons claiming through or under the said Subrata Lahiri and have been making payment of all outgoings and impositions relating and/or concerning thereto.
60. Owing to inadvertence the said Subrata Lihiri did not execute and/or register the relative Deed of Conveyance concerning the SAID THIRD PLOT OF LAND unto and in favour of the said Jyotish Ganguly until his death.
61. Coming to know of the contents of the said Agreement dated 21<sup>st</sup> September, 1981 the legal heirs of Jyotish Ganguly since deceased approached the said Subrata Lahiri for execution and registration of the relative Deed of Conveyance in respect of the SAID THIRD PLOT OF LAND in their favour on the ground and for the reasons stated in the preceding clauses above.
62. By a Deed of Conveyance dated 21<sup>st</sup> June, 2013 and made between said Subrata Lahiri ( therein described as the Vendor) of the First Part and Amit Kumar Ganguly, Smt. Arpita Mitra and Smt. Nandita Ganguly being the legal heirs and heiresses of Jyotish Ganguly, deceased along with one Bhaskar Mitra (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar -IV, 24-Parganas (South) and recorded in Book No. I, Being Deed No. 5260 for the Year 2013 the said Subrata Lihiri for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the purchasers named therein ALL THAT the said Third Plot of Land, more fully described in Part-III of the First Schedule thereunder written.



63. The said Amit Kumar Ganguly & Ors. became the joint owners of ALL THAT pieces and parcels of contiguous land comprised of First, Second and Third Plot of Land hereinafter for the sake of brevity referred to as the said Land surrounded by wall are being held by them as the joint and absolute owners thereof more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written.
64. By a Deed of Conveyance dated 27<sup>th</sup> August, 2013 and made between the said Amit Kumar Ganguly & Ors. therein described as the Vendors of the One Part and the Vendor herein therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 07097 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the Vendor herein of All That the said land more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written.
65. Thus the Owners No. 1 to 6 along with the Developer jointly became fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said aggregate land comprising of the Entire Housing Complex more fully and particularly described and mentioned in Part-III of the First Schedule hereunder written and intended to commence construction of new building or buildings thereon and/or on part thereof comprising of self contained flats, apartments, units including the shop rooms, offices spaces, car parking spaces either for residential accommodation or for commercial uses and further competent to sell and/or transfer in favour of the intending transferees after completing the construction thereof in accordance with the building plan sanctioned by the said Rajpur Sonarpur Municipality in favour of the Owner.
66. The Developer herein is also seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos.

666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office – Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality and hereinafter for the sake of brevity referred to as the **Fifth Plot of Land** more fully and particularly described and mentioned in the Part-II of the Second Schedule hereunder written.

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(PART-II)**  
**(RECITAL CONCERNING TITLE OF THE DEVELOPER )**

1. The above stated Fifth Plot of Land are adjacent and contiguous to each other and the Developer being the Owners of 4<sup>th</sup> and 5<sup>th</sup> plots of land and having acquired a right of development in respect of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> plots of land hath approached the owner nos. 1 to 6 abovenamed for amalgamation of the entire land. On being satisfied with the rights acquired by the Developer the Owner Nos. 1 to 6 by two several agreements-cum-declarations dated 12<sup>th</sup> June, 2017 and 12<sup>th</sup> June, 2017 respectively unequivocally agreed to and accede to the a scheme of amalgamation of all the said Plots of Land.
2. On the basis of such amalgamation the Developer hath in the names of the Owners herein including itself as one of the joint Owners applied before the Rajpur Sonarpur Municipality for sanction of a building plan and/or plans for construction of building or buildings in or upon the said Plot of Land for construction of diverse complex or blocks or cluster of buildings comprising of self contained flats and/or apartments both for residential and commercial purposes in the mutual interest and/or benefits.
3. In terms of the respective agreement for development made with the Owners and/or some of them including the right reserved unto the Developer as the Owner of 4<sup>th</sup> and 5<sup>th</sup> Plots of Land the parties hereto have entered into a further supplementary agreement dated 25<sup>th</sup> November, 2017 identifying the respective flats, units or apartments, office spaces, shop rooms including car parking

areas as per the mutual entitlements of built up areas referred to in the respective agreement for development as aforesaid.

4. By and under the said supplementary agreement dated 25<sup>th</sup> November, 2017 the Owners herein including the Developer as such Owner of 4<sup>th</sup> and 5<sup>th</sup> plots of land mutually agreed to amalgamate 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> plots of land being contiguous to each other with the intention of developing the said agglomerated land comprising of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> plots of land hereinabove mentioned more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the Said Agglomerated Land is referred to as the Said Premises.
5. In pursuance of the several development agreements made with the Owner Nos. 1 to 6 herein including the right accrued unto the Developer as the Owner of Third, Fourth and Fifth plots of land they have jointly and mutually formulated a scheme of development as contained in the above referred development agreement including the supplementary agreement dated 25<sup>th</sup> November, 2017 and with the intent of developing the Said Premises the Developer hath drawn up a further building plan besides building Sanction Plan No. 1297/CB/25/21 dated 13<sup>th</sup> January, 2014 and applied for and obtained sanction of a building plan from Rajpur Sonarpur Municipality being Building Sanction Plan No. ----- dated ----- in the name of the Owners for effecting construction of building or buildings comprising of self contained flats, apartments, units, office spaces etc. for beneficial use and utilization thereof by the Owners as well as by the Developer in proportion to their respective variable share or interest therein.
6. In terms of the said building plan as sanctioned as aforesaid the Developer has commenced construction several number of blocks and/or cluster of buildings comprising of self contained residential flats, units, office spaces, shop rooms including car parking areas for commercial exploitation or sale by the Owners as well as the Developer in proportion to their respective variable share or interest.

**THIRD SCHEDULE ABOVE REFERRED TO**

(common expenses and maintenance)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. The costs of working and maintenance of lifts, generator, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
7. The fees and disbursements paid to any caretakers/managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Such amount as shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built up area on account of electricity, generator, contingency funds towards maintenance, legal fees, club memberships and all other expenses for common use and benefits.
10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.
11. Costs of appointment of maintenance Company/Association.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(common parts and facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.
6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor excepting car parking area and any commercial space.
8. Underground and overhead reservoirs.
9. Water pumps and pipe lines leading to the flats.
10. Generator for common services.
11. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
12. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor.
13. Boundary wall around the premises.
14. All other amenities that is for common use of all the flat owners.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**(PART-I)**  
**(SAID FLAT)**

**ALL THAT** the Flat being No. ----- on the ----- floor measuring an area of ----- sq. ft. of super built area more or less Together With one covered/one open car parking space in the ground floor of the said project known as "**DNP HEIGHTS PHASE-II**" being -----  
 ----- Together with undivided proportionate indefeasible corresponding share or interest in the land comprised in the said premises and delineated and shown in the map or plan annexed hereto and thereon enclosed within **RED BORDERS**.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**(PART-II)**  
**(CAR PARKING SPACE)**

**ALL THAT** car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as "**DNP HEIGHTS PHASE-II**".

**SIXTH SCHEDULE ABOVE REFERRED TO :**

**(particulars and specification of fixtures, fittings and amenities)**

The quality of the structures as well as the specification, guidelines regarding strength of the building etc. as per Kolkata Municipal Corporation Rules shall be followed by the developer.

1. STRUCTURE R.C.C. frame structure with individual or combined footing foundation as per sanction plan.
2. BRICK WORK All external walls will be of brickwork and all internal wall will be bricks as per specification by the architect.
3. FLOORING All vitrified tile flooring in the living cum dinning, bedrooms and anti skid in toilets and kitchen and balcony.
4. STAIRCASE/LANDING Staircase, landing should be finished by vitrified tile/kota stone and shall have iron designed railings.
5. DOOR FRAM All doors will be come with 'Sal' wood doorframes and phenol bonded flush doors. All main doors will be made of flush door with one side tech vineer. Main door shall have night latch and the internal doors with mortise handles.
6. WINDOW All windows shall be fitted with anodized aluminum frames (matching with the elevation) and fitted with glass and locks. All windows shall also be grilled (according to specifications to be decided between the owner and the developer) from the outside.
7. WALL INSIDE Wall shall be covered with what is commonly known as Plaster of Paris.
8. TOILET WALLS Toilets walls will be covered with ceramic tiles or equivalent make up to the height of 7'.
9. WALL OUTSIDE All external walls are to be plastered by sand and cement.

10. PLUMBING LINE All water lines will be of ISI marked either GI/PVC will be concealed with standard quality fixtures.
11. SANITARY FIXTURES Toilets shall be provided with G.I. PVC pipes, one Western type pan with C.P. fittings and P.V.C. cistern and water tap with shower connected from the overhead tank, fittings in all bathrooms with hot and cold water line. White coloured sanitary ware.
12. ELECTRICALS Concealed wiring with best quality copper wiring with one A.C. point and general points like lights, fans, three plug points and modern switches in each bed room, (Kitchen/Box store rooms) and also adequate numbers of A.C. points and light, fan and plug points in living/dinning area.
13. KITCHEN Kitchen platform shall have black granite with stainless sin.
14. POWER SUPPLY Electric connection shall be provided with individual loop arrangements for all flats however all deposit towards service and individual meter shall be shared equally by all the flat owner.
15. LIFT : lift of good makers.
16. INTERCOM : Intercom facility in each flat.
17. CABLE CONNECTION : Cable connection in all bed rooms and living room.
18. CAR WASHING Car : washing facility with the car park by way of adequate number of taps for the whole car paring area.
19. PUMP : 2(TWO) Pumps (one meant as standby) with automatic pump switch.
20. WATER FILTER : One suitable Water Filter of reputed made to be installed on the roof connected to the overhead reservoirs to filter boring water.

21. GENERATOR Generator facility for the common areas of the building.
22. AUTOMATIC ELEXTRONIC Automatic Electronic tripping device to avoid overload separate with the flat.
23. ROOF The roof to be coated with water proofing compound and roof tiles. A covered space on the lift machine room on the roof shall also be created for storage, etc.
24. WALLS/RAILINGS/GRILLS All walls, railings, grills of the common area and the main gate/s. etc. will also be painted with suitable acrylic paint for the walls and other suitable quality metal paint for railings, grills etc.

**SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(Break up of Consideration)**

1. Rate of flat per sq. ft. -----
2. Rate car parking per sq. ft. -----
3. G. S. T. @ 1% -----
4. Discount @----- on G.S.T.
5. Net flat rate including car parking -----
6. Final rate of G. S. T. @ 1%

**EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(Additional Payments and/or deposits)**

1. Legal Charges @ Rs. 24,000/- per flat (Payable to T. C. Ray & Co., 50% at the time of execution and registration of the agreement and 50% at the time of execution and registration of the conveyance).



2. Maintenance @ Rs. 2/ per sq. ft. (together with advance deposit for 12 months) payable on S.B. Area to NON PROFITABLE COMPANY FOR MAINTENANCE.

**NINTH SCHEDULE ABOVE REFERRED TO**  
**(STIPULATIONS)**

1. **Right of Common Passage on Common Portions :** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof :** Right of access to the Common Roof.

**TENTH SCHEDULE ABOVE REFERRED TO :**  
**(Fire safety Regulation)**

**ELEVENTH SCHEDULE ABOVE REFERRED TO :**

**(Rules, Regulations and Byelaws relating to use and enjoyment and maintenance of common services and facilities)**

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ---- day of----- 2019.

SIGNED SEALED AND DELIVERED by  
Owners at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by  
Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by  
Associate Developer at Kolkata in the  
presence of:

SIGNED SEALED AND DELIVERED by the  
Allottee at Kolkata in the presence of :

RECEIVED this day from the  
within-named Purchaser Rs.  
----- (Rupees -----)  
being the withinmentioned Consideration  
in the manner specified hereunder : Rs.

MEMO OF CONSIDERATION

WITNESSES

DATED THE ----- DAY OF 2019

B E T W E E N

ASHOK KUMAR BHATTACHARYA &  
ORS.

A N D

STARLITE INFRACON PVT. LTD.  
A N D  
PANCHMUKHI PROMOTERS PVT.LTD.  
A N D  
-----

AGREEMENT FOR SALE

T. C. RAY & CO.  
Solicitors & Advocates  
6, Old Post Office Street  
Calcutta.