

भारतीय गैर न्यायिक



पश्चिम बंगाल WEST BENGAL

95AA 812576

- 1 Date - This Agreement is made on this the 20th day of June, 2016.
- 2 Nature of Document - Agreement for Allotment and Development.



Signature

Sl. NO. 17471 Date 3.12.15 No. 101

Name S BASU
ADVOCATE

Address C/ Allpore Judges Court
Kolkata-700 027

Vendor SWARUP CHANDRA
Allpore Judge s Court, Kol-27



3 **Parties** - Collectively the following which will include their respective successors-in interests:

3.1 **First Party** - (1) **BLOOMSBURY INFRASTRUCTURE PVT. LTD.**, [PAN NO. AAFCB 5798N], a Private Limited Company incorporated under the Companies Act, 1956 Vide Certificate of Incorporation No. U70102WB2013PTC195106, having its corporate office at 13 N, Block - A, P.O. and P.S. at New Alipore, Kolkata-700 053, duly represented by its Directors **MR. SAMBIT BASU**, [PAN NO. ANCPB 9442Q], son of Dr. Sabyasachi Basu, by faith Hindu, by occupation Business, residing at Samannoy Park, P.o.- Joteshibrampur, P.S. Maheshtala, Kolkata-700141, hereinafter referred to and called as "**Developer**" of the **First Part**.

3.2 **Second Party** - **UTPALENDU GHOSH**, Son of Nirmalendu Ghosh, by occupation - Software Engineer, by faith - Hindu, by Nationality - Indian, Resident of Flat 4D, Block - A, Narayani Tower, 8A & 8B Kabi Bharat Chandra Road, Kolkata - 700028, hereinafter called and referred to as the '**Allottee**' of the **Second Part**.

4 **Background/Purpose.**

The Developer has formulated a scheme to develop a Villa cum Housing Complex in a phased manner comprising of residential units like Residential Apartments, Bungalows, Duplex Villa, Row House Duplex, common recreational facilities etc. and has also conceived plan and is already in the process of erecting such complex popularly known as "CONVICITY" (Complex) Mouza- Hatisalah, , under Beonta No. II Gram Panchayet, P.S.- Bhangar now at Kolkata Leather Complex, D.S.R. Office Alipore, A.D.S.R. Office Bhangar, District: 24 Parganas (South), as fully described in the schedule written hereunder and hereinafter referred to as the said 'lands'.



Utpalendu Ghosh

- 4.1 In accordance with the prevailing rules, laws and policies of the government and the layout plan presently approved or as may be approved in future by the competent authority.
- 4.2 The developer having announced and invited application for the provisional allotment and booking of the plots and development of Villas within the said project "CONVICITY", the Allottee has/have expressed his/her/their desire and readiness to book the Plot No. 58 in the said Complex comprising of land measuring 1080 sq.ft. (1.5 cottahs) in Block No - 58 (hereinafter referred to as "Plot") with a duplex/villa having total Built-up Area of 895 sq.ft. (Hereinafter referred to as "Villa"). The Allottee has been intimated that though the Project has various components including independent plots, floors, villas, plots and apartments etc. this Agreement shall be confined and limited in its scope to the said plot and Villa constructed thereon.
- 4.3 Pursuant to the application submitted by the Allottee, the Developer has allotted the said Plot. The basic scope of services to be rendered by the Developer under this Agreement subject to payment of the agreed consideration by the Allottee would be as follows;
- Stage 1 : Allotment of plot in favour of allottee.
- Stage 2 : Conditional transfer of plot by registered transfer deed.
- Stage 3 : Mutation and conversion of plot in favour of allottee.
- Stage 4 : Development of plot by constructing villa thereon.
- Stage 5: Delivery of possession of the Villa with grant of right to use the common passage, portions and spaces in the complex.
- 4.4 The Allottee has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said complex and has prior to the execution of this agreement satisfied himself/herself of the prima facie rights and interest of the Developer.



Handwritten signature of the developer, appearing to read 'Utpal Kumar Ghosh'.

- 4.5 The Developer has specifically made it clear that the Developer may change the lay out plan and /or the common facilities structures at both the parties mutual consent after a discussion or the layout plan may also change due to any direction/ condition imposed by any authority at any stage while approving the revised layout plan/ villa plan, which shall be binding on the Allottee. The layout plan of the said Complex as may be amended and approved from time to time with the prior intimation which will supersede the present layout.
- 4.6 The existing plan may have villas, plots, apartments, commercial, common recreational facilities, etc. as may be earmarked in addition to the said Plot. However, this Agreement is confined and limited in its scope to the sale of the said plot only in the said Complex and the proposed construction of the Villa thereon. The Allottee understands that the area of the total project (not including the said plot) or thereabout may be modified in future to the extent as may be required/ desired by the Developer and the Developer shall be free to carry out/ develop it in any manner as it may deem fit and/ or pursuant/ consequent to any direction/ approval by any competent authority.
- 4.7 It is clarified that the Developer has not intended to convey right or interest in any of the land falling outside the Said plot and no impression of any kind has been given with regard to the constructions that may take place on the plot outside the said Plot.
- 4.8 The Allottee has fully satisfied himself/herself about the nature of rights, title, and interest of the Company in the Said Plot and has further understood all limitations and obligations in respect thereof. The Allottee further agrees and understands that the Allottee may have to obtain approvals from any competent bank authorities under any applicable law in force, after the land registration and at the time of the Villa construction (if the Second Party and/or the Allottee required loan from the bank) for the Said Plot and the Developer shall provide all the necessary documents which will be required by the Allottee for the said loan purpose.



Kowata Infrastructure Pvt. Ltd.

- 5 **Definitions.** The following terms and expressions shall, in these presents, have the respective meanings assigned to them herein-below unless the same be contrary or repugnant to the subject or context hereunder:
- 5.1. **Additional Payment** shall mean the plot development and transfer charges mentioned in **PART-I** and **PART-II** of the **FIFTH SCHEDULE** hereunder written and/or given and to be paid by the Allottee/s herein to the Developer herein as the case may be in addition to the agreed consideration. There are no hidden payments except the changeable payment by the govt. in case of service tax which is now 3.75% and 15 % and it can be changed in future and the registration fees which is 8.5 %.
- 5.2. **Allottee/s** shall mean and include the Person who is entering into this Agreement with the Developer for the allotment of the Said Villa in the Said Complex, whose particulars are set out in this Agreement.
- 5.3. **Architect(s)** shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- 5.4. **Built up Area** shall mean the plinth area of the unit to be allotted and shall include, the area of covered balcony attached thereto and also thickness of the outer walls, internal walls, columns, pillars therein along with the proportionate share of the staircase on which the unit is located.
- 5.5. **Carpet area** shall in relation to the said Villa mean and include the area of the said Villa within the physical possession and enjoyment of the Allottee and shall include the area of the bedrooms, internal toilets, balconies, etc.



Signature

- 5.6. **Common Expenses** shall include all expenses for the management, maintenance and upkeep the common portions therein and the premises and the expenses for common purposes of the Unit/Villa as may be determined by the Developer from time to time and shall be payable proportionately by the Allottee/s herein periodically as maintenance charges.
- 5.7. **Common Facilities and Amenities** shall mean such common areas and facilities within the said Complex to be earmarked by the Developer at its own discretion for common use of the plot/Villa owners at the time of delivery of possession of the Villa/s.
- 5.8. **Complex** shall mean the development, erection, promotion, construction and building of Villa/s under the name & style "CONVICITY" by the Developer.
- 5.9. **Conveyance Deed** shall mean the Deed of Conveyance/Transfer of the plot to be executed by the Owner/Developer herein unto and in favour of the Allottee/s, herein subject to compliance of all obligation/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.
- 5.10. **Deposits** shall mean the amounts as may be required to be deposited by the Allottee/s herein with the Developer herein and shall also include all amount that the Developer herein may require the Allottee/s herein to Deposit.
- 5.11. **Developers' Advocate** shall mean the Advocate appointed by the Developer, who have prepared these presents and who shall prepare all legal documentations regarding the sale, transfer, grant, conveyance, demised, devise and provide of the premises, its parts and parcels and the Building/s and the Unit/s/Villa/s therein, including the Deed of Conveyance/s of the Land thereof.



utpale
g

- 5.12. **Due date** shall mean the date on which the installments specified in **Part-II of Fourth Schedule** hereunder written become due for payment to the Developer.
- 5.13. **Easements** shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Ninth Schedule hereto which the Villa owners shall allow each other for common use and enjoyment of the Villa.
- 5.14. **Force Majeure** shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owner and the Developer.
- 5.15. **Maintenance Agency** shall mean the Developer herein or its nominated agency for the purpose of maintenance of the common areas of the complex.
- 5.16. **Panchayet** shall mean the local Panchayet having jurisdiction to the project, the Bonta No. I Gram Panchyat and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
- 5.17. **Plan** shall mean the plan for individual Villa/s to be sanctioned by the authority of competent jurisdiction and shall also include variations/modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.



Upal Ghosh

- 5.18 **Plot** shall mean the plot no. 58 measuring an area about 1080 sq.ft., build up 895 sq.ft. and/or 1.5 cottahs within the "CONVICITY" Complex being allotted to the Allottee as described in the Part-I of First Schedule written hereunder.
- 5.19 **Plot Consideration** shall mean the consideration mentioned in **PART-I** of the **FOURTH SCHEDULE** hereto payable by the Allottee/s herein to the Developer herein for transfer of the plot but does not include other amounts, charges, etc. payable by the Allottee as per the terms of this Agreement including but not limited to stamp duty, registration and any incidental charges and any other charges payable as stated in this Agreement.
- 5.20 **Possession Date** shall mean the date on which the Allottee/s herein take/s actual physical possession of the said Villa after discharging all his/her liabilities and obligations.
- 5.21 **Rights on Allottee/s' Default** shall mean the rights mentioned in the **EIGHTH SCHEDULE** hereunder written and/or given to which the Developer herein shall be entitled in case of any default or breach by the Allottee/s herein.
- 5.22 **Specification** shall mean the specification for the said Villa as mentioned in the Third Schedule hereunder written subject to the alteration or modification as may be suggested or approved by the Architect.
- 5.23 **Total Consideration** means the amount amongst other payable for the Plot and construction of Villa but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Developer in accordance with the terms of this Application / Agreement, including but not limited to -
- (i) Wealth tax, government/local body rates tax on land or any construction, fees or levies of all and any kinds by whatever name called on the Said Complex.



Upalendu Ghosh

- ii) Maintenance charges, property tax, municipal tax on the Said Plot & Villa.
 - iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
 - iv) Taxes and Cesses . (Panchayet and B.L.R.O taxes)
 - v) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
 - vi) Any other charges/taxes/cess/levies that may be payable by the Allottee as per the other terms of the Agreement and such other charges as may be demanded by the Developer
 - vii) Club charges, as applicable
 - viii) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
 - ix) All deposits and charges paid/payable by the Developer to West Bengal State Electricity Board (WBSEB) or any other body.
- 5.24 **Villa** shall mean the Duplex to be constructed, erected, promoted, developed and built on the Plot No. 58 in the complex of "CONVICITY" by the Developer herein and includes any alternative villa, if allotted to the Allottee in lieu of the Said Villa.
- 5.25 **Villa Consideration** shall mean the consideration mentioned in **PART-I** of the **FOURTH SCHEDULE** hereto payable by the Allottee/s herein to the Developer herein for construction of Villa on the allotted plot but does not include other amounts, charges, etc. payable by the Allottee as per the terms of this Agreement including but not limited to Taxes, property taxes, Land Taxes and any incidental charges and any other charges payable as stated in this Agreement.
- 5.26 Words importing **Masculine Gender** shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; similarly words importing



Signature

feminine gender shall mean and construe masculine gender and/or neuter gender; "Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender.

- 5.27 Words importing **Singular Number** shall according to the context mean and construe the plural number and vice versa.
- 5.28 Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.
- 5.29 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 5.30 Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. **Allotment and Registration of Plot.**
- 1.1 The Developer hereby allots and agrees to transfer to the Allottee/s ALL THAT the Plot No. 58 comprising of a piece and parcel of land mentioned in the **PART I** of the **FIRST SCHEDULE** at the agreed consideration payable by the Allottee towards purchase of plot mentioned in the **PART I of FOURTH SCHEDULE** whatever on the terms and conditions recorded herein. The Developer and/or the First Party being the lawful owner of the land underneath the plot agrees to execute all necessary instruments including, but not



Handwritten signature in blue ink.

limited to, transfer deed, NOC for mutation & conversion and all other documents as may be required from time to time for the purpose of and in relation to transfer of title of the land in favour of the Allottee.

- 1.2 If during the subsistence of this Agreement, the Allottee opts for any preferential located plot in exchange of the existing allocated plot, the Allottee shall pay preferential location charges (PLC) as applicable. The Developer has the sole discretion to decide a location as Preferential Location. However, the Developer at its own discretion may also cancel such request of the Allottee.
- 1.3 The Developer shall take endeavor to execute and register the Transfer Deed in respect of the Plot to the Purchaser or his/her/their nominated person in terms of PART-III of **FOURTH SCHEDULE** written hereunder subject however, to 'Force Majeure' circumstances and receipts of all payments as stipulated and subject to receipt of other charges due and payable and subject to fulfillment of all other terms and conditions as contained in the Agreement. However, it is made clear that the possession of plot whether constructive or actual and the original Transfer Deed shall remain with the Developer until completion of the Villa. and the certified copy will be given to the Second Party and/or The Allottee.
- 1.4 The conveyance would be prepared and registered through the Developer's Advocate and all stamp fees, registration fees and other incidental expenses and/or relation to conveyance of the said plot shall be borne and paid by the purchaser.

2 **Title.**

- 2.1 The Allottee/s herein has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself / herself/ itself/ themselves about the same.



W. Palani
15/11/15

- a) The documents relating to the title of the plot.
- b) The right, title and interest of the Developer herein, whatever the case may be herein in respect of the premises.
- c) The respective rights, interest and entitlements of the Developer herein, whatever the case may be herein.

2.2 The Allottee has inspected the land on which the Said Complex is being developed including the present layout plan, ownership record of the plot and all other documents, competency and all other relevant details and the Allottee has confirmed that the Allottee is fully satisfied in all respects with regard to the right, title and interest of the Developer in the Said plot and has understood all the limitations and obligations of the Developer and Allottee in respect thereof.

2.3 The Allottee/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s his/her/its/their right, if any to do so.

3 Construction of Villa.

3.1 The Developer after the plot is allotted (by registration) in favour of the Allottee shall apply for the required permissions before the competent authority so as to commence erection and construction of the Villa or building and shall complete the same in fully habitable condition in all respect within the stipulated time unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, mutually accepted in writing in consideration of the lump sum amount payable by purchaser as mentioned in the PART-I OF FOURTH SCHEDULE written hereunder .

According to the Second Party the Booking date was 17th june, 2016, Till date the said allottee made a payment of Rs. 10,00,000/- (Rupees Ten Lacs only). So as per the terms and conditions



Handwritten signature in blue ink.

of the company after the payment of Rs. 10,00,000/- (Rupees Ten Lacs only) the Allottee/s for his/her Villa the ALLOTMENT AGREEMENT will be done, which the Allottee already paid. And after the said agreement the rest payment for his/her land registration should be done within one year from the booking date (i.e. 17.06.2016 to 16.06.2017) and if the Allottee failed to do as a result there will be a charge of 18% interest payable to the Developer and if the Developer fail to do the said registration Developer will pay 18% interest to the Allottee. After the land registration the Developer cum First Party will take one and half years for the construction and hand over the Villa to the Allottee.

The Developer shall construct and complete the Villa/building under their direct supervision and control and with the best workmanship and like manner complying all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable at their own cost.

- 3.2 The Villas shall be constructed and completed as per the specifications mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereto.
- 3.3 The Developer shall construct and complete the Villa/building under their direct supervision and control and with the best workmanship and like manner complying all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable at their own cost.
- 3.4 The Villas shall be constructed and completed as per the specifications mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereto.
- 3.5 The materials of construction, promotion, building, development and erection of the Villas and their quality shall be such as be approved by the Architect/s thereof.
- 3.6 The Developer herein shall be entitled to make such changes, modification, additions, alterations and/or variations in regard to the construction, erection, promotion, building and development and the specifications of the Villas including the common portions as may be deemed necessary by the Developer herein and/or required by any authority including the Beontva Gram Panchayat II. and for this purpose the Allottee/s hereby



Handwritten signature

accord his/her/its/their consent to the Developer after a mutual discussion between the allottee and the Developer .

- 3.7 The Developer herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the proposed complex for the purpose of further development, construction, erection, building and promotion of Building/s and the Unit/Villa/s and Space/s etc. thereof and/or the part/s thereof whether commercial or residential at the absolute exclusion of any objection, hindrance or disturbance at the end of the Allottee in any manner whatsoever.

4 **Consideration.**

- 4.1 The agreed consideration for sell, transfer, conveyance, alienation, grant, demise and devise of the said plot and for development and construction of Villa as mentioned, described, enumerated, provided and given in **PART-I** of the **FOURTH SCHEDULE** hereunder written shall be paid by the Allottee/s herein to the Developer in accordance with the payment schedule contained at and under **PART-II** of the **FOURTH SCHEDULE** hereunder written and/or written. Time for payment shall be of the essence of the contract.
- 4.2 The Allottee/s herein shall pay the agreed consideration, compulsory additional payments and deposits in the manner specified herein and upon completion of such payments, the **SECOND SCHEDULE** property shall be deemed to have been allotted to the Allottee/s subject to the Allottee/s herein first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of the Allottee/s herein and as under or as stipulated and enshrined under law.
- 4.3 The Allottee hereby covenants with the Developer that the Allottee shall strictly and punctually pay the said amount as specified in the **PART II** of **FOURTH SCHEDULE** on the date specified herein mentioned. It shall be incumbent on the Allottee to comply with the terms of payment and/or other terms and conditions of Allotment as stipulated herein.



Atyabala
of

4.4 The Allottee agrees that the Total consideration of the said **Villa** is calculated on the basis of its Area i.e. 1.5 cottahs (only which is tentative, agreed by both the parties). The final Area i.e. the land area or the construction area of the Said **Villa** may increase or decrease by $\pm 0.5\%$. Any such change in the Area of **Villa** shall be communicated to the Allottee during or after the construction of the **Villa** is complete. The Allottee agrees and undertakes to pay for increase, if any, in the Area of the Said **Villa** on demand by the Developer. If there shall be a reduction in the Area, then the refundable amount due to the Allottee shall be adjusted in the next installment by the Company as set forth in the schedule of payments.

4.5 The Allottee agrees and understands that the area of **Villa** as on the date of execution of this Agreement shall be subject to change till the construction of the Said **Villa** is complete. The Allottee affirms that the Allottee shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the Area.

4.6 The Allottee agrees that time is of the essence with respect to payment of Total consideration and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Developer from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement. The Developer is not under any obligation to send any reminders for the payments to be made by the Allottee as per the schedule of payments and for the payments to be made as per demand by the Developer or other obligations to be performed by the Allottees.

5 Additional Payments and Deposits.

5.1 The Allottee/s herein shall also pay to the Developer herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **FIFTH SCHEDULE** hereunder written and/or given.



W. J. Ahmed
flashed

- 5.2 The Allottee/s shall also pay to the Developer the amount/s towards the deposits as mentioned in **PART-II** of the **FIFTH SCHEDULE** hereunder written and/or given.
- 5.3 In addition to the said deposits payable by the purchaser to the developer as stated herein above the Allottee shall also pay to / deposit with the developer the following amounts.
- i. In the event of the developer providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the residents of the buildings/villas the purchaser shall be liable to make payment of the proportionate share in respect thereof to the developer and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the developer and the Allottee hereby consents to the same.
 - ii. Betterment fees, development charges, work contract acts, service tax, VAT, CESS and other levies, taxes, duties and statutory liabilities present or future that may be charged on the land or the Villa or on its transfer or construction in terms hereof partially or wholly, as the case may be, shall be paid by the Allottee to the developer within seven days of the demand being made by the developer. The purchaser may, however, take inspection of the documents being the basis of such charge at the developer office upon prior written notice.
 - iii. Proportionate or full amount as the case may be towards deposit, service charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable to be paid to the developer at actual over and above the agreed consideration of the Villa.
 - iv. Documentation charges payable on execution hereof by the Allottee/s and the charges for conveyance and for having the same registered together with the stamp duty and registration charges payable by the purchaser prior to registration of the Transfer Deed, plus the applicable service tax thereupon.



Signature

- 5.4 Unless otherwise expressly so mentioned, all the said amounts specified herein above shall be paid and/ or deposited by the purchaser with the developer before the date of commencement of liability. This shall not however prejudice the developer's right to claim or realize the said amounts thereafter in case the liability arises or accrues thereafter or if the developer delivers possession of the said **Villa** without claiming and/ or receiving the same and/ or otherwise.
- 5.5 All payment shall be made at the office of the developer against proper receipt being granted by the developer or its authorized representative, it being expressly agreed that the Allottee/s shall not be entitled to and agrees not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.
- 5.6 Any apportionment of the liability of the Allottee/s by the developer in respect of any taxes, duties, levies, charges payable by the Allottee/s hereunder shall be final and binding on the Allottee/s.
- 5.7 It is further expressly agreed and made clear that the payment and deposits to be made by the Allottee/s hereunder shall not carry any interest and all such amounts to be paid and / or deposited by the Allottee/s shall be held in trust or society by the developer and specifically utilized for such purpose only and not otherwise.

6 Possession

- 6.1 The Villa shall be deemed to be ready for delivery of possession upon the same being completed internally & reasonable ingress to & egress from the **Villa** being provided along with temporary or permanent water, drainage, sewerage, electricity connections. A Certificate from the Architect(s) regarding the same shall be final & binding. The Developer shall thereafter issue a notice to the Allottee/s calling upon the Allottee/s herein to take possession of the said **Villa** upon making payment of all dues & complying with all other outstanding obligations of the Allottee/s herein at the relevant time.



*Wpaleh
Ghosh*

- 6.2 The Allottee/s herein shall be entitled to receive possession of the **Villa** only upon payment of all his/her/their/its dues including, but not limited to, the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee/s herein in pursuance of this agreement or otherwise required by law. The obligation to make over possession of the **Villa** shall arise only thereafter.
- 6.3 It is also expressly agreed by the Allottee that any claim to be preferred against the Developer with regard to the **Villa/Plot** or part thereof shall only be made prior to taking over the physical possession of the same or the date indicated in the "Notice of Possession" whichever happens earlier. Thereafter the Allottee shall not be entitled to raise any claim against the Developer whatsoever.
- 6.4 The Developer will complete all the common areas and have installations in the complex for which the Developer is taking charges from the Allottee. As stated above, the Villa shall be deemed to be tenable as soon as the same is completed internally as per the specifications mentioned in the Third schedule written hereunder and the entrance of the Villa is made operative and water drainage and sewerage connections are provided in or for the said Villa with the all common areas and facilities.

7 **Basic Understanding.**

- 7.1 For the sake of convenience of the Project, the allotted plot for the Unit/Villa shall be registered in favour of the Allottee/s on getting the desired amount from the Allottee/s as mentioned in the Fourth Schedule hereunder by executing proper Deed of Conveyance in favour of the Allottee/s herein.
- 7.2 The Allottee/s shall not be entitled to sell, transfer, mortgage or encumber or alienate or dispose of or deal in any manner whatsoever the Plot or any portion thereof and/or any right or benefit of the Allottee/s herein in the Plot under this Memorandum and/or any future Agreements, Indentures etc unless all the following conditions are complied with:



A handwritten signature in black ink, appearing to be "A. P. ...".

- a) The Developer delivers possession of the Villa in favour of the Allottee/s. Pursuant to registration of Transfer Deed in respect of the plot, the Developer at its own cost will do the necessary Conversion, Mutation and shall take Building Permission of the Villa to be constructed thereon from the competent Authority/s in the name of the Allottee/s.
- b) The Allottee/s has/have made full payment of the agreed consideration (i.e. total sale consideration), the additional payments and deposits.
- c) The Allottee before transfer of the plot may get the name of his/her nominee substituted in his/her place in the records of the Allottee with prior approval of the Developer, which may, in its direction, permit the same on such terms and conditions as it may deem fit and appropriate upon compulsory payment of Transfer fee of Rs.25,000/-. Such permission shall be in conformity with law and the guidelines issued by the local authorities, if any, in this regard.
- d) The Allottee shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without prior approval of the Developer, and the Developer at its sole discretion, permit the same upon the payment of transfer fee of Rs.25,000/-.
- 7.3 That on the day of the execution and registration of the Deed of Conveyance of the Plot lying beneath the Villa, unto and in favour of the Allottee/s herein, the Allottee shall give a Written Declaration / Undertaking or execute a Development agreement along with a power of attorney in favour of the nominated person(s) of the developer or such other document, as the case may be as the owner of the plot as the developer may require to the effect he/she/it/they shall adhere to the agreed terms and conditions of this agreement including, without limitation, payment of Villa consideration, Development fees mentioned in part I of Forth Schedule within the stipulated time and as per the schedule. The said Declaration / Undertaking or any other document executed after transfer of the plot shall form a part of this agreement.



W.P. Palani
W.P. Palani

- 7.4 That the Developer on completion of the said **Villa/s** as per the schedule time and on getting the entire sale consideration from the Allottee/s, shall issue Possession Letter confirming the Allottee/s to take possession of the said Unit/Villa/s and also grant the proportionate right to use the common passage, portions, equipments and other infrastructure of the complex to be used in common except the excluded and reserved areas. It is hereby made clear that the Allottee shall not be given any easement/quasi easement right or right of usage in respect of the common way/passage or right to use the infrastructure set up or cause to be set up by the Developer before issuance of the possession letter in respect of the Villa.
- 7.5 It is clarified that the Developer has not intended to convey right or interest in any of the land falling outside the Said plot and no impression of any kind has been given with regard to the constructions that may take place on the land outside the said Plot.
- 7.6 The Developer, whatever the case may be herein shall be required to issue Possession Letter and/or other papers and documents upon completion of the **Villa** subject to conditions and obligations being satisfied and complied with by the Allottee/s herein:
- a) The agreed total Plot and Villa consideration, the additional payments and deposits are paid in full by the Allottee/s herein.
 - b) The Allottee/s herein is/are not in default in respect of any of his/her/its/their obligation/s.
 - c) All other amounts or dues payable by the Allottee/s herein hereunder or in law in respect of the Villa are paid in full by the Allottee/s including maintenance charges , electric charges, panchayet and other taxes and levies from the date of delivery of possession of the Villa.



Handwritten signature in blue ink, possibly reading "K. P. Singh" or similar.

8 **Rights.**

8.1 The following rights are intended to be and shall be transferred in favour of the Allottee/s herein subject to payment of the agreed consideration;

a) Transfer of the plot and construction of Villa thereon by the Developer herein as described, explained, enumerated, provided & given in **PART-I** of the **SECOND SCHEDULE** hereunder written and/or given;

b) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereunder written and/or given in common with the Owners and/or occupiers of the other portions of the Unit/Villa/s.

Allotte will have all the rights to measure the said/bought plot 58 of measures 1.5 cottah with authorities after the demarcation of the plot. Any dispute in the measure with respect to area (1.5 cottah) must be mitigated by the developer.

8.2 Any of the following is not intended to and shall not be transferred unto and in favour of the Allottee/s herein and the Allottee/s herein shall have no right, title and interest whatsoever in respect thereof;

a) Common Portions.

b) Open and covered spaces in the project and any other spaces not included in the common portions mentioned in the Third Schedule hereto.

c) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor/Storey/construction over the roof/s of the Unit/Villa/s as under;

8.3 The Allottee immediately after registration of his/her/their respective plot shall comply with the following ;



Handwritten signature in blue ink.

- a) sign and execute all forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time in connection with or relating to or arising out of construction erection and completion of the villa or as may be required from time to time in accordance with the law.
- b) To provide the Developer with appropriate powers as are or may be required in connection with construction, erection, completion of the proposed Villa and to sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for necessary permission or as may be required from time to time, in accordance with the law and/or otherwise concerning negotiations. It is made clear that Power of Attorney to be granted by the Allottee shall remain valid till completion and delivery of possession of the proposed Villa/building at the aforesaid premises.
- c) While during the course of erection, construction and completion of the said Villa/building, the Allottee directly and/or through his/her/their authorized representatives, be entitled to have inspection of erection and construction but shall not be entitled to cause any obstruction or hindrance relating to the progress of construction, erection and completion of the Villa/building unless there be any gross violation or breach in such construction, erection and/or completion and/or sub-standard materials are used by the Developer.
- d) During the subsistence of this Agreement and till delivery of the possession of the proposed Villa, the Allottee/s shall not in any manner whatsoever encumber the said demarcated and specified portion of the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature with any other party or parties in respect of the said premises or any part thereof.



S. Srinivas
General Manager

- e) That the Allottee/s shall never sign any document relating to the plot in any nature whatsoever for any reason whatsoever nor shall receive any money from anybody whomsoever relating to the said plot without the written consent of the Developer and if any amount by way of cheque or otherwise reimbursed in the account of the Allottee the same will be immediately paid to the developer.
- f) The Allottee/s undertake/undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said **Villa/Building**.
- g) The Allottee/s hereby agrees and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the **Villa/Buildings** by the Developer.
- h) The Allottee/s shall not to do any act or thing whereby the Developer may be prevented from completing the construction work of the villa(s)/Building(s) in the said complex.
- i) The Allottee/s shall not let out, grant lease, mortgage and/or charge the said plot or any portion thereof save in the manner envisaged in this Agreement.

9 Maintenance and Enjoyment.

9.1 The Developer or its nominated Agency shall have the overall charge of the said complex and inter alia for the purpose of managing and controlling the maintenance of the complex with its rules and regulations which shall be followed by all the occupants of the complex. The Developer shall have a separate Maintenance Agreement in line with the Allottee/s at the time of registration of the Transfer Deed in respect of the Plot.

9.2 The maintenance of the Complex shall be managed and maintained by the Developer or its nominated Agency. The scope of maintenance and general upkeep of various common



Handwritten signature in blue ink.

services within the Complex shall broadly include operation and maintenance of Garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the villa but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, Horticulture, Drainage System, common area lighting, water supply, general watch and ward within the complex.

- 9.3 After handing over possession of all the Unit/Villas, the Developer herein shall either continue to act as the Maintenance Company or may initiate steps for formation of an Association. Any association, syndicate, committee, body or society formed without the participation of the Developer, whatever the case may be herein shall not be entitled to be recognized by the Developer, whatever the case may be herein and the same shall not have any right to represent the Unit/Villa owners and occupiers to raise any issue relating to the Complex.
- 9.4 All costs, charges and Expenses relating to the formation and functioning of the Association, if any, shall be borne and paid by all Villa Owners.
- 9.5 All the Allottee/s shall be required to pay the maintenance charges as may be levied by the Developer/maintenance agency towards maintenance charges of the common areas and facilities. The Allottee/s shall be required to pay the maintenance charges for the first year in advance on handing over the possession of the Villa. According to the developer's and/or Second Party's rules and regulations and terms and conditions the actual timing for possession handover in the said Villa will be December, 2018. In case of failure in making the payment of maintenance charges, the Allottee shall be liable to pay interest @18% p.a. for the period of delay which starts from the timing of the handover of the Villa's actual possession.
- 9.6 That so long as the maintenance and replacement charges are paid regularly, as provided in these presents, the Allottee or anyone lawfully claiming under him/her shall be entitled to the use of common facilities. In the event of default of such payments, it



*Atpalendu
Gupta*

shall not be open to the Allottee to claim user or any other right to the common facilities and in such an event the developer/Maintenance Agency will have the right, in its sole discretion to stop the user of such common facilities and services by the Allottee/occupant of the Villa/Building. The use of such common facilities shall be permitted again as soon as the breach is rectified and payments are made in accordance with various presents as contained herein to the satisfaction of the Developer and/or Maintenance Agency as the case may be..

9.7 The rights of the Developer, whatever the case may be herein are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **SEVENTH SCHEDULE** here-under written and the same shall be binding on the Allottee/s herein.

9.8 The obligations and covenants of the Allottee/s herein in respect of the user, maintenance and enjoyment of the said Villa, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, panchayet and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **EIGHT SCHEDULE** hereunder written.

10 Excluded And Reserved Areas. it is expressly agreed and understood by and between the parties hereto as follows:-

10.1 The Excluded and Reserved Areas, as mentioned in Section-C of Second Schedule written hereunder, shall never be claimed by the Allottee/s to be a part of the Complex's Common Portions and the Developer shall be entitled to all rights and interest in respect thereof including the following :-

10.1.1 To lease or let out or allow any person to use the same along-with or independent of the Units



Handwritten signature in blue ink, possibly 'Kavayitri' or similar.

- 10.1.2 To grant the right or facility of parking at identified or unidentified Parking Spaces to any person
- 10.1.3 To raise further storey or stories or make construction, addition or alteration on the roof of the buildings or any of them or any part thereof or on any open or covered space of Complex in accordance with law and to use and connect all common installations facilities and utilities
- 10.1.4 To set up or permit the setting up of cooling plants and towers, V-Sat Dish or other Antennas etc., at or otherwise use or permit to be used the said reserved areas of the Complex or any of them or any part thereof and/or the parapet walls thereof or any Constructions thereon or any part thereof for any projections, sign boards, glow-sign, placard, advertisement publicity etc., thereat or there from
- 10.1.5 To establish and grant any Facilities thereat or there from to one or more occupants of the Complex
- 10.1.6 Without prejudice to the other obligations, conditions, restrictions and stipulations as regard to the use of the Complex's Common Portions as contained in these presents, any right of use of the Allottee/s in respect of such common portions or any part thereof shall be subject always to the paramount and over-riding rights and authorities of the Developer to:
- a. Identify and modify or alter from time to time the location and/or positioning of the pathway and access-way for common access and ingress and egress and/or of the ducts, pipelines, sewerage lines, cable and wire transit lines and the like;
- b. Allow any glow-sign, placard or any other form of advertisement or promotional material of the occupants and outsiders at the lobbies, corridors and other common areas at such price and on such terms and conditions as the Developer may deem fit and



Utpalendra Ghosh

proper. Furthermore, any taxes or other charges or outgoings payable to any Govt. body or authority for display of signage or obtaining any permission in connection therewith shall be borne and paid by the Allottee/s. The Developer will assist the Allottee/s in procuring all the required permission.

Provided that by no act shall the Developer be entitled to block or disrupt the normal user and enjoyment of the Villa by the Allottee/s or the access and passage of men materials and utilities to the Villa in a reasonable manner.

10.1.7 The Allottee/s shall not have any right to nor shall object, oppose or dispute any use, construction, development or transfer of the Excluded and Reserved Areas with or without any construction addition or alteration and hereby undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing and shall co-operate with the Developer and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents, etc., as may be required by them or any of them for the said purposes.

11 Default.

11.1. Failure to make payment of any amount payable by the Allottee/s herein under this memorandum on account of the agreed consideration and/or the additional payments and/or deposits or otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default entitling the Developer, whatever the case may be herein to exercise all or any of its Rights on the Allottee's default given in the Eighth Schedule written hereunder.

11.2. Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations restrictions, prohibitions and obligations of the Allottee/s herein or any breach of default regarding any of them shall amount to default on the part of the



*utpalkumar
gosh*

Allottee/s herein and the Developer, whatever the case may be herein shall be entitled to exercise all or any of its Rights on the Allottee's/s' default given in the Eighth Schedule written hereunder.

11.3. In case of default by the Developer subject to reasons beyond its control and/or for Force Majeure, whatever the case may be herein, the Allottee/s herein shall be entitled to claim specific performance of contract and also entitled to get a banking interest for the amount which already paid by the Allottee/s to the Developer for the delayed period.

12. **Force Majeure.**

12.1. In the event of any delay by the Developer, whatever the case may be herein in fulfilling any of their obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation of any of the Developer and/or Owners, whatever the case may be, then in that event the time for the relevant matter shall stand extended. The Developer, whatever the case may be herein shall not be liable for any interest or damages in case of delay, if any.

12.2. The Developer reserves the right to alter or vary the terms of the allotment in the event of arising such contingencies and if the circumstances is beyond the control of the Developer, so warrant, the Developer may suspend the scheme for such period as it may consider expedient and the Allottee/s agrees/agree that in such an event no compensation of any nature whatsoever will be claimed by the Allottee/s for such delay/suspension.

12.3. If the Developer is unable to construct/continue or complete the construction of the Said Villa/Said Complex due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Developer may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee shall continue to remain with the Developer and the Allottee shall not have a right to terminate this Agreement and ask for



*utpalendu
ghosh*

refund of his/her money and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Allottee may, if the Allottee so desires, become a party along with the Developer in such litigation to protect the Allottee's rights arising under this Agreement. In the event the Developer succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Developer will, subject to provisions of law/court order, refund within reasonable time to the Allottee the amounts received from the Allottee after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Developer in this regard shall be final and binding on the Allottee save as otherwise provided herein, the Allottee shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

13. Grace Period.

That if the Developer fails to give possession of the Villa alongwith all common facilities and amenities within the stipulated period (i.e. by December, 2018) for any hindrance whatsoever on that event Developer will be allowed another 6 months as a grace period for giving possession of the Unit/Villa/s to the Allottee. And If the Developer failed to handover then the developer is liable to pay the savings banking interest rate to the Allottee. And if the Allottee fails to clear all the dues and/or outstanding and take possession within December 2018 with a grace period of 6months, the Allottee shall be liable to pay savings banking interest to the Developer.

14 Miscellaneous.

14.1 The Project has been named 'CONVICITY' and the same shall always be known by the said name. Any person(s) including the Association or the Maintenance Agency shall not be entitled to change the same name under any circumstances whatsoever.



Handwritten signature in blue ink, possibly reading "W.P. Pal" or similar.

- 14.2 This Memorandum records the finally agreed terms and conditions between the parties and as such all previous oral and written assurances, representations, brochures, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any terms and conditions recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.
- 14.3 The rights and obligations of the parties enumerated in this Agreement shall override anything contained in any other document which is contrary to or inconsistent with rights and obligations.
- 14.4 The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Developer herein.
- 14.5 If at any time hereafter there be imposition of or enhancement in any tax including service tax, duty, levy, surcharge, charge or fee under any statute, rule or regulation on the Complex or Villa or on the transfer, sell, alienation, grant, demise and devise of the Villa, the same shall be borne and paid by the Allottee/s proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Developer, whatever the case may be herein from the notification date and the Developer, whatever the case may be herein shall not be liable for the same.
- 14.6 That the Allottee/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India. The Allottee/s shall also furnish the required declaration to the Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.



W. Palan
1/10/15

14.7 That in accordance with the development plan of the complex, the Developer proposes to develop a Club for the purpose of social activities and the Allottee/s accedes to such proposal thereby availing of membership of this club. The club may be developed simultaneous to or after development of the said complex and for membership and development of the club, the Allottee/s shall pay the applicable charges. However, payment of membership charges does not entitle the Allottee/s to gain an ownership right in the property of the club.

15 **Notices.**

All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee.

16 **Severability of Provisions.**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

17 **Waiver**

No waiver by the Developer of any breach, failure or default in performance by the Allottee/s, and no failure, refusal or neglect by the Developer to exercise any right hereunder or to insist upon strict compliance with or performance of the Allottee's obligations under this Agreement, shall constitute a waiver of the provisions of this agreement and the Developer may at any time require the Allottee/s for strict compliance with the provisions of this Agreement.



Handwritten signature in blue ink, possibly reading 'Sri Lanka Infrastructure PVT. Ltd.' or similar.

18 **Entire agreement**

The Allottee agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties.

19 **Impossibility of Performance**

Neither party shall be liable to the other or deemed to be in default under this Agreement for any failure or delay to observe or perform any of the terms and conditions applicable to it under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party and where any failure or delay is caused by such event all times provided for in this Agreement shall be extended for a period commensurate with the period of delay.

20 **Dispute Resolution:** In case of any difference or dispute arising between the parties herein on any of the terms and conditions contained herein, such difference or dispute shall be referred to sole arbitrator nominated, appointed and designated by the Developer and the Allottee shall have no objection to it and hereby gives his/her consent to such nomination and the award of the arbitrator shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act, 1996 and any modification thereof shall be applicable for settlement of disputes, thus referred. The venue of



Handwritten signature

arbitration shall be at the head office of the Developer or at the Arbitrator's office. The arbitration proceedings shall be conducted in English.

- 20.1 **Notice of dispute:** If any dispute arises between the parties relating to or arising out of this Agreement, then either party may give written notice to the other party of the dispute specifying in reasonable the nature of the dispute; and the matters on which the parties are unable to agree as at the date of that notice
- 20.2 **Jurisdiction:** This Agreement is executed in Kolkata and only the Hon'ble High Court at Kolkata and all its subordinate courts shall have the jurisdiction.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - 1

'SAID PLOT'

ALL THAT the plot no. 58 comprising of piece and parcel of land measuring an area about 1080 sq.ft. together with the common areas, benefits, amenities, facilities and others thereof of the project named as "**CONVICITY**" pertaining Land measuring an area of 1080 sq.ft i.e. 1.5 cottahs in R.S. Dag No. 881 lying and situated at Mouza- Hatisalah, J.L. No-09, R.S. Khatian No. - 217/1 under Beonta No. II Gram Panchayet, P.S.- Bhangar now at Kolkata Leather Complex, D.S.R. Office Alipore, A.D.S.R. Office Bhangar, District: 24 Parganas (South), as fully described in the schedule written hereunder and hereinafter referred to as the said 'lands', butted and bounded as follows;

- On North - Villa No. 77.
On South - 5 mtr. wide road.
On East - villa No. 59.
On West - Villa No. 57



*Wipalind
ghosh*

PART - II

'SAID UNIT/VILLA'

ALL THAT the Villa No- 58, measuring an area about 1080. sq.ft. and Built up area in 895 sq.ft. and/or 1.5 cottahs , consisting of 2 bed rooms, 2 Living rooms, 1 Kitchen cum dining room, & 2 toilets , 2 open terraces to be constructed on Plot No. 58 as mentioned in Part-I above.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

SECTION A:

(COMMON AREAS AND INSTALLATION IN RESPECT WHEREOF ONLY RIGHT OF USER IN COMMON SHALL BE GRANTED)

- a) Common drains, sewers and pipes.
- b) Common water reservoirs.
- c) Wires and Accessories for lighting of common areas/roads/paths, etc.
- d) Lake, Garden, Children's Park, Community Hall, Main Entrance Gate.
- e) Club, Swimming Pool, Departmental Store, Medicine Corner.
- f) Transformer Erection.

SECTION B:

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE ALLOTTEES)

- a) Common Power Generator for providing stand-by power for common light(s), pump(s) Transformer and other common services as also minimum reasonable power for use within the said Unit/Villa.
- b) Other facilities or installations, if any provided for the common use of the Unit/Villa of the project and not covered by Section A hereinabove.



Handwritten signature in blue ink.

SECTION C:

(EXCLUDED AND RESERVED AREAS)

- a) All kiosks;
- b) Such other spaces as may be designated by the Developer from time to time

THE THIRD SCHEDULE ABOVE REFERRED TO:

(SPECIFICATION)

WATER SUPPLY	Municipal/Ground water extract through pump.
WALLS	Conventional brickwork.
WALL FINISH	Interior - Plaster of Paris Exterior - Combination of weather coat.
FLOORING	Vitrified Tiles in all bedrooms, Living-cum-Dining and balcony. Anti-skid Vitrified Tiles in Kitchen & Toilet
KITCHEN	Kitchen platform made of granite slab. Glazed tiles, up to the height of 3 feet from the platform. Stainless steel sinks, one wash Basin to be provided (Dining)
TOILET	Anti Skit tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 Feet. ISI/ISO Branded sanitary and CP fittings (as per supply), and commode, Concealed plumbing and pipe work,
DOORS	Door frame made of Sal wood. Front wooden panel Door. Flush doors, and PVC door in toilets, Locks of stainless steel.
WINDOWS	Aluminum Framed sliding Window with smoke glass.
COMMONLIGHTING	Overhead illumination for compound and common path lighting inside the complex.
WIRING	ISI Standard Concealed wiring for electricity. Average 15 points for 1 BHK, 25 points for 2 BHK and 30



Handwritten signature

	points for 3/4 BHK. Standard switches belonging to superior brands, 2nos of 15 Amp point to be provided for each unit. Telephone and Television Points.
WATER	Water pump, overhead tank on the roof.
ELECTRIC METER	Individual meter for each unit by individual cost.
AMENITIES	Adequate Standby generator for Units/Villa with 1KVa power.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART I : AGREED CONSIDERATION

<u>Description</u>	<u>Basic Amount</u>	<u>Service Tax 3.75% and 15%</u>	<u>TOTAL (Rs)</u>
Consideration for the plot	12,00,000/-	45,000/-	12,45,000/-
Consideration for construction and completion of the said unit/villa	*24,50,000/-	91,875/-	25,41,875/-
Documentation Charges	50,000/-	7,500/-	57,500/-
Power Backup @1KVa	25,000/-	3,750/-	28,750/-
Advance Yearly Maintenance @ Rs.1.5/- per sq.ft.	16,110/-	2,417/-	18,527/-
Club Membership	60,000/-	9,000/-	69,000/-
Transformer Charges	26,850/-	4,027/-	30,877/-
Rupees: Thirty Nine Laes Ninety One Thousand Five Hundred Twenty Nine Only.	38,27,960/-	1,63,569/-	39,91,529/-



atpal Singh

*** 3.75% service charges will be charged on the Base Price, And 15 % service tax will be charged on the other charges. The Rate of Service Tax applicable as per the present Government Rule.

PART II:

PAYMENT SCHEDULE

Particulars	Base Price	Service Tax (3.75%)	Total Amount
On Application	3,00,000/-	11,250/-	3,11,250/-
Up to Land Registration	9,00,000/-	33,750/-	9,33,750/-
On Foundation (15% of balance amount)	3,67,500/-	13,781/-	3,81,281/-
On ground Floor Roof Casting 15%	3,67,500/-	13,781/-	3,81,281/-
On Boundary 15%	3,67,500/-	13,781/-	3,81,281/-
On Brick Work 15%	3,67,500/-	13,781/-	3,81,281/-
On Internal Plaster 10%	2,45,000/-	9,188/-	2,54,188/-
On External Plaster 10%	2,45,000/-	9,188/-	2,54,188/-
On Flooring 10%	2,45,000/-	9,188/-	2,54,188/-
On Possession 10%	2,45,000/-	9,187/-	2,54,187/-
TOTAL			37,86,875/-

+ All other extra charges payable at the time of possession.

Rate of Service Tax applicable as per the present Government Rule.

The Agreed Consideration mentioned in **PART I** above is to be paid to the Developer herein in the following manner.

PART - III

TIMELINE

The registration will be done after payment of the land cost value with service tax and documentation charges and rest of the payment should be made as per construction schedule. And the extra charges of Club Membership, Power Back Up and Maintenance should be made at the time of the delivery of the possession of the Villa.



*InfrastruKura
Pvt. Ltd.*

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART I

Additional Payments payable wholly by the Allottee/s.

- a) For Club Membership - Rs. 60,000./- + S.Tax . (Payable before the time of possession)
- b) For Power-backup (1KVa) - Rs. 25,000/-+ S.Tax (Payable before the time of possession)
- c) For Paper Works & Documentation Charges - Rs. 50,000/- + S.Tax(Payable on execution of Land Deed)
- d) Maintenance Charge -Rs. 16,110./- + S.Tax/- (Payable before time of Possession)
- e) Transformer Charges- Rs. 26,850/- + S.Tax/- (Payable before time of Possession)
- f) Stamp duty, registration fee, service tax and all other taxes, levy, miscellaneous and other allied expenses relating to these presents, the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/Villa/s and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any that may be imposed in this regard at any time.
- g) Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Villa.
- h) Agreed legal fees payable to the Advocate as per the instruction of the developer, which shall be payable at the date of execution of the Deed of Conveyance.

PART II

ADDITIONAL PAYMENT/S PAYABLE BY THE ALLOTTEE/S IN PORPORTIONATE HEREIN TO THE DEVELOPER THE COSTS, CHARGES AND EXPENSES

- a) Advance Maintenance Charge @ Rs 1.5/- per sq.ft. for one year at the time of possession.



Handwritten signature in blue ink.

- b) Providing any special provision, extra work, fittings or amenities in the Unit/Villa/s.
- c) Any deposit as directed by the Developer from time to time.

**The above amounts shall be paid by the Allottee on delivery of possession as and when demanded by the Developer. The Allottee understands that the above charges are subject to revision at the sole discretion of the Developer or its nominated agency and the Allottee undertakes to abide by the same. In addition to the above, the Allottee shall be liable to pay usage charges monthly/quarterly/ yearly as the case may be in accordance with the usages and services availed by the Allottee and the Allottee shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and the Allottee shall be bound by the same. The Allottee understands that the Company shall be free to offer membership of the club facility to prospects other than the residents of the Said Complex, on terms and conditions as it may deem to be fit.

THE SIXTH SCHEDULE ABOVE REFERRED TO

'RIGHTS OF THE DEVELOPER HEREIN AND/OR THE DEVELOPER, WHATEVER THE CASE MAY BE HEREIN, MAINTENANCE AGENCY & ASSOCIATION'

The maintenance charges as determined by the Developer/Maintenance Agency shall be payable by the Allottee/s herein with effect from delivery of possession of the Villa and be payable periodically. In the event of the Allottee/s herein not taking over possession of the said Unit/s/Villa/s within the time fixed in the notice calling upon him to take possession, the maintenance charges shall become payable by the Allottee/s herein with effect from the date of expiry of the said period of such notice **PROVIDED THAT** until all payments due under this Memorandum are made by the Allottee/s herein no right of whatsoever nature shall or can accrue in favour of the Allottee/s herein in respect of the said Unit/s/Villa/s.



Handwritten signature in blue ink.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

'ALLOTTEE'S/S' COVENANTS'

1. On and from the date of possession, the Allottee/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Developer/Maintenance Agency from time to time.
 - b) Use and occupy the said Villa/s only for the purpose of residence and not for any commercial use;
 - c) Use the common areas without causing any hindrance or obstruction to other Villa/s Owners and occupants of the project;
 - d) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Villa/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise;
 - e) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the Villa/s of men materials and utilities;
 - f) Sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Villa from the West Bengal state Electricity Board in the name of the Allottee/s;
 - g) Pay Panchayat and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Unit/Villa and the Land Premises wholly with effect from the date of transfer of plot;
 - h) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Panchayat Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
 - i) Observe and comply with such other covenants as be deemed reasonable by the Developer, whatever the case may be for the common purposes.



Signature

- j) As and when any plant & machinery within the Said Complex , as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the allottee (s) in the Said Complex, as the case may be, on prorata basis as specified in this Agreement. The Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- k) In addition to the Developer's /Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities for providing necessary maintenance services, the Allottee agrees to permit the Developer or the Maintenance Agency to enter into the Said Villa 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. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Developer/Maintenance Agency shall be entitled to take such actions as it may deem fit.
- l) The structure of the Said Villa/ Said Complex may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the Maintenance Agency on behalf of the Allottee and the cost thereof shall be payable by the Allottee as part of the maintenance bill raised by the Maintenance Agency. However, the contents inside the Said Villa shall be insured by the Allottee. The Allottee shall not do or permit to be done, any act or thing which may render void or voidable, insurance of any villa or any part of the Said Complex or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
- m) The service areas, if any, as may be located within the Said Complex, as the case may be, shall be earmarked by the Developer to house 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 equipments etc. and other permitted uses as per zoning plans/development plan/building plans. The Allottee shall



A handwritten signature in blue ink is located at the bottom right of the page. The signature is cursive and appears to be "S. P. ...".

not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee.

- n) The Allottee shall, after taking possession or after the expiry of period, be solely responsible to maintain the Said Villa at the Allottee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Villa, or the circulation areas 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 Said Villa and keep the Said Villa, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Villa is not in any way damaged or jeopardized. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design provided that if the Allottee want to go out of the said price list which can be high from the provided price list as per the requested material cost offered by the developer.

2. On and From the Date of Possession, the Allottee/s agrees and covenants:

- a) Not to decorate the exterior of the Unit/Villa/s otherwise than in the manner agreed by the Developer herein whatever the case may be herein in writing or in the manner as near as may be in which it was previously decorated;
- b) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the common areas previously decorated;
- c) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Villa/s; and

3. The Allottee/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any



A handwritten signature in black ink, appearing to be "W. B. W. B. K. A." with a checkmark to the right.

reason or in any manner whatsoever relating to the Project or the construction and completion of the Unit/Villas by the Developer herein and/or Developer and/or Owners, whatever the case may be including any further constructions, additions or alterations that may be made from time to time.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

RIGHT ON ALLOTTEE/S DEFAULT

- 13.1. The Allottee/s agrees/agree to make punctual payments of the consideration and/or the installments given in the Fourth Schedule and the development/maintenance charges and deposits given in the Fifth Schedule written hereunder. If any one or more of the said amount remain unpaid by the Allottee from the date specified for payment thereof as aforesaid then the Allottee/s shall in respect of each and every default be liable to pay interest for the delay calculated at the rate of 18% percent of the said amount and such additional amount together with the unpaid amount shall be paid by the Allottee/s without raising any dispute or objection thereto or be adjusted forthwith.
- 13.2. If any of the demand drafts/pay orders or cheques sent by the Allottee/s is dishonored for any reason whatsoever the Developer shall be entitled, as its sole discretion to deduct charges to the extent of 10% of the cheque amount to be paid or adjusted forthwith on demand.
- 13.3. That it is agreed by and between the parties that the Developer shall have the right to adjust the installment amount received from the Allottee/s first towards the interest and other sums, if any, due from the Allottee/s under this agreement and the balance, if any, towards the consideration.
- 13.4. The Developer reserves the right to cancel the allotment before transfer of Plot if the installment including interest so calculated is delayed beyond 90 days from the due date of payment. At such cancellation the total deposit or installments paid by the Allottee



Handwritten signature

will be refunded without any interest after deduction of the applicable service charges to the extent of 20% of the total amount paid by the Allottee/s.

- 13.5. Upon cancellation/termination of the Allotment being made by the Developer, whatever the case may be, all rights and/or claims of the Allottee/s herein, if any, against the Developer herein, whatever the case may be, the right and/or claims of the Allottee/s herein, if any, against the said Villa and/or the project shall stand extinguished and the Developer herein, whatever the case may be herein shall be entitled to transfer deal with and dispose or in any be deemed fit and proper by the Developer herein, whatever the case may be herein and the Allottee/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- 13.6. Payment of villa consideration is a condition subsequent to transfer of plot. If the installments including interest so calculated towards Villa consideration after transfer of the plot remain unpaid for 90 days from the due date, in such event the Villa consideration shall escalate and increase by 5 % for every default. The Developer reserves the right to suspend the construction work of the Villa in case of default by Allottee/s in paying the agreed installments within the stipulated time and shall continue to do so unless the Allottee/s do not clear the installment required to be paid by such time along with the interest.
- 13.7. If the Allottee (s) willfully neglect to take the physical possession of the said unit/ Villa within the 15 days of service of notice to take the physical possession then the Allottee (s) shall liable to pay guarding charges @ Rs. 2000/- p.m. for the period between the deemed date of possession of the unit/Villa and the date of taking over the physical possession of the said unit/Villa by the Allottee (s) over and above any other charges which may be payable.
- 13.8. The Alottee/s, in consideration of the maintenance services provided or cause to be provided by the Developer or its nominee through the maintenance Company, shall pay the prescribed monthly CAM Charges and all other charges/fees as may be introduced by



A handwritten signature in blue ink is located at the bottom right of the page. The signature is cursive and appears to be "Rajendra Kumar".

the Developer for betterment of the complex with applicable service tax subject to escalation thereof @5% after every 12 months to the Developer payable in or within 7th day of each calendar month in advance and thus in all succeeding months without delay together with all necessary deposits as will be elaborately discussed and mentioned in the CAM Agreement. Any delay in payment of CAM charges would attract interest @18% p.a. for the period of delay and if the monthly charges along with delay charges remain unpaid for 60 days from the due date, then the Developer may suspend or withdraw the services without any further notice.

THE NINTH SCHEDULE ABOVE REFERRED TO

The Easements

The Allottee along with other Allottees shall have the following rights, easements, quasi-easements, privileges and/or appurtenances:

- a) The right of common passage, user and movement in all the Common Areas And Services;
- b) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the Building;
- c) Right of support, shelter and protection of each portion of the Building by other and/or others thereof;
- d) The absolute unfettered and unencumbered right over the Common Areas And Services SUBJECT TO the terms and conditions herein contained;
- e) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the user of the building in common by many persons;
- f) Right to install electrical electronic reception systems at such place as may be demarcated by the Developer for such purpose, from time to time;



Handwritten signature

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written:

Witness:-

1. ✓ Nitymalendighosh
2. Debojit Sarkar

Office Add

AE-29, 4th Floor street no. 78
Newtown, Action Area 1,
Kolkata - 700156

BLOOMSBURY INFRASTRUCTURE INT. LTD.


Director.

SIGNED AND DELIVERED By the DEVELOPER

utpalendu ghosh

SIGNED AND DELIVERED By the ALLOTTEE



MEMO OF ADVANCE

The above named Purchaser paid sum of Rs. 2,00,000/- (Rupees Two Lacs Only) on 17th June, 2016 (by cheque no. 001396) and Rs. 8,00,000/- (Rupees Eight Lacs Only) on 27th June, 2016 (by cheque No. 001400) [subject to realisation] to Bloomsbury Infrastructure Pvt. Ltd.

Paid on 17.06.2016 Rs. 2,00,000/-

Paid on 27.06.2016 Rs. 8,00,000/-

TOTAL- -- Rs. 10,00,000/-

(Rupees Ten Lacs Only)

Witnesses :-

Y. Nitinenderghosh

BLOOMSBURY INFRASTRUCTURE PVT. LTD.

Nambir
Director. :

Signature of the 1st Party/Developer.

2. Debajit Sarkar
Office Add - AE-29, 4th Floor,
Street No-78 Action Area 1
KOL-700156

Drafted & Prepared

By:

DEBAPRIYA CHATTERJEE

ADVOCATE

CALCUTTA HIGH COURT.