



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

28AB 542157

AGREEMENT

THIS AGREEMENT is executed at Kolkata on this 12th day of April, 2018

BETWEEN

Eden Realty Ventures Private Limited (formerly known as Laxmi Realtors Private Limited), a company governed by The Companies Act, 2013, having its registered office at Metropolitan Building, 7, Jawaharlal Nehru Road, Kolkata-700013, Police Station New Market (PAN **AAACL9697H**), represented by its authorized signatory **Debasish Ghosh**, son of Late Dilip Kumar Ghosh, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (PAN **ADSPG7409C**)

(**Transferor**, which expression shall include its successors-in-interest)

*Binay Krishna Haldar
Priyanka Haldar*

Debasish Ghosh

Promoter shall enclose the said notification/ order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottees, 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 project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottees.

- 1.4. The Allottees shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.
- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Block/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottees, the Promoter shall demand additional amount from the Allottees towards the Total Price, which shall be payable by the Allottees prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottees, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8. Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:

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Explanation:

- (i) The Total Price includes the booking amount paid by the Allottees to the Promoter towards the Said Apartment And Appurtenances.
- (ii) In addition to the Total Price, the Allottees/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottees alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottees.

- (iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees 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 the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.

1.3. The Total Price is escalation-free, save and except escalations/increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Transferor/Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the

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construction. The Allottees hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Transferor/Promoter will be entitled to sell and transfer on sub lease basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

(xii) The Allottees agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoter.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Schedule B**.

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

1 Terms:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Transferor and the Promoter agree to transfer to the Allottees the Said Apartment out of Promoter's Allocation (**Said Scheme**) and the Allottees hereby agrees to accept the transfer of the Said Apartment And Appurtenances, described in **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

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whereof shall be limited and exclusive to the Allottees/s of such apartments/flats and to the exclusion of other Allottees/s in the Real Estate Project ("**Limited Areas And Facilities**"). The Allottees agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottees agrees to not use the Limited Areas And Facilities identified for other Allottees/s nor shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Allottees/s and/or the usage thereof.

- (viii) The Common Areas in the Real Estate Project that may be usable by the Allottees and other Allottees/son a non-exclusive basis are listed in **Schedule E** hereunder written.
- (ix) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottees and other Allottees/s in the Whole Project on a non-exclusive basis ("**Whole Project Included Amenities**") are listed in **Schedule F** hereunder written. The Allottees agrees and accepts that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Whole Project.
- (x) The Allottees agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoter only upon completion of the Real Estate Project in all respects.
- (xi) The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities, and construct additional built-up area (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional blocks/buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottees hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottees's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such

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Block/Building No. 1J(namely Islet)] being constructed on the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below the Project Property (as defined in Recital A above).

- (ii) The detailed scheme of development attached as **Annexure "1"** discloses the proposed designated uses of the buildings/ blocks/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure "1"** or in such other manner as may be possible under the relevant / applicable laws.
- (iii) The Promoter is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Recital I (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital I and as also mentioned/contemplated in the other portions this Agreement hereinafter referred to as "**the Whole Project**").
- (iv) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property ("**Other Residential Component**") and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.
- (v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("**Other Residential Exclusive Amenities**") and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottees of the Other Residential Component and, may not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.
- (vi) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property and/or Future Property (for future blocks/buildings comprising of multiple number of multistoried residential buildings and car parking space), in full or in part, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities.
- (vii) The Allottees agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage

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- B. The Larger Property is earmarked for the purpose of block/building a residential project comprising multi-storeyed apartment blocks/buildings and car parking spaces and the said project shall be known as Siddha Eden Lakeville (“**Said Complex**”). The development of the Said Complex known as ‘**Siddha Eden Lakeville**’ *inter alia* consisting of (i) Block/Building Nos. **1K** (namely Lagoon), **1L** (namely Marina), **1M** (namely Oceania), **1N** (namely Promenade), **1R** (namely Stream) and **1Q** (namely Ripple) *inter-alia* comprising of 6 (six) Ground+ 25 (G+25) storied residential buildings, being constructed on the Project Property, (ii) Block/Building Nos. **2A** and **2B** (namely Harmony) *inter-alia* comprising of 2 (two) Ground+ 10 (G+10) storied residential buildings, being constructed on the Project Property (iii) **Block/Building No. 1P**, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for Multi-level Car Parking (“**MLCP**”) being constructed on the Project Property, (iv) **Block/Building No. 1J** (namely Islet), *inter-alia* comprising of 1 (one) Ground + 24 (G+24) storied residential buildings [Floor No. 23rd and 24th is developing for Club of Block/Building No. 1J(namely Islet)] being constructed on the Project Property, (v) **Future Blocks/Buildings** comprising of multiple number of multistoried residential buildings and car parking space, shall be constructed on the Future Property, which shall be developed by the Promoter at its sole discretion, out of which (i) Block/Building Nos. **1K** (namely Lagoon), **1L** (namely Marina), **1M** (namely Oceania), **1N** (namely Promenade), **1R** (namely Stream) and **1Q** (namely Ripple) *inter-alia* comprising of 6 (six) Ground+ 25 (G+25) storied residential buildings, being constructed on the Project Property, (ii) Block/Building Nos. **2A** and **2B** (namely Harmony) *inter-alia* comprising of 2 (two) Ground+ 10 (G+10) storied residential buildings, being constructed on the Project Property (iii) **Block/Building No. 1P**, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for MLCP being constructed on the Project Property, (iv) **Block/Building No. 1J** (namely Islet), *inter-alia* comprising of 1 (one) Ground + 24 (G+24) storied residential buildings [Floor No. 23rd and 24th is developing for Club of Block/Building No. 1J(namely Islet)] being constructed on the Project Property, are presently being developed as a phase (**Phase I**) of the Whole Project (as defined in Recital I (iii) below) and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Housing Industry Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. The Transferor and the Promoter is/are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Transferor to the Larger Property and the Promoter’s right and entitlement to develop the Larger Property on which *inter-alia* the Project is to be constructed have been completed.
- D. The Transferor/ Promoter have duly intimated the Baranagar Municipality about commencement of construction of the Project vide its letter dated 11th December, 2014.
- E. The Transferor/ Promoter have obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project(including for the Said Apartment and the Said

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Block/Building from the competent authority), which is presently being developed as a phase (**Phase 1**) of the Whole Project (defined in Recital I (iii) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

- F. The Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 24th November, 2018 under Registration No. **HIRA/P/NOR/2018/000183**.
- G. The Allottees had applied for an apartment in the Project vide Application No.4698 dated 30th December, 2018 and has been allotted Residential Apartment No. OA 1202, on the 12th floor, having Carpet Area approximately 856 (eight hundred and fifty six) square feet, more or less with attached balcony measuring 33 (thirty three) square feet, more or less and the said apartment with attached balcony collectively having built up area of 975 (nine hundred and seventy five) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** ("**Said Apartment**") in Block/Building No.1M (*Oceania*) ("**Said Block/Building**") **together with** the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below ("**Common Areas**") and also **together with** undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment ("**Land Share**"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **Schedule B** below (collectively "**Said Apartment And Appurtenances**").
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below—
- (i) (i) Block/Building Nos. **1K** (namely Lagoon), **1L** (namely Marina), **1M** (namely Oceania), **1N** (namely Promenade), **1R** (namely Stream) and **1Q** (namely Ripple) *inter-alia* comprising of 6 (six) Ground+ 25 (G+25) storied residential buildings, being constructed on the Project Property, (ii) Block/Building Nos. **2A** and **2B** (namely Harmony) *inter-alia* comprising of 2 (two) Ground+ 10 (G+10) storied residential buildings, being constructed on the Project Property (iii) **Block/Building No. 1P**, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**) being constructed on the Project Property, (iv) **Block/Building No. 1J** (namely Islet), *inter-alia* comprising of 1 (one) Ground + 24 (G+24) storied residential buildings [Floor No. 23rd and 24th is developing for Club of

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various *Dags* of *Mouza* Palpara, J.L. No. 7 and *Mouza* Noapara, J.L. No. 9, District North 24-Parganas together with structures erected thereon, situate, lying at and being Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**State Government's Property**"), which comprised of tenements popularly known as Bonhooghly Tenement Scheme ("**Said Tenement**"). Since the Said Tenement had become dilapidated and unfit for habitation, the State Government formed a Committee to examine the same and decide about the future thereof and on the recommendation of the said Committee, the State Government decided to re-develop the State Government's Property ("**Redevelopment Project**") through a joint venture ("**Joint Venture**"). Pursuant to a widely circulated advertisement and following a transparent and lawful process of open tender and award to the highest bidder, the State Government selected the Transferor as its partner in the Joint Venture for the Redevelopment Project and issued to the Transferor, a Letter of Intent dated 14th February, 2006 ("**LOI**"), which includes all subsequent modifications and documentation in this regard). Thereafter, a lease in respect of a demarcated portion, therein, being land measuring 12.20 acre (twelve acre and twenty decimal), out of State Government's Property, for a period of 99 (ninety nine) years with right of renewal for a further period of 99 (ninety nine) years, was granted in favour of the Transferor *vide* a Deed of Lease dated 18th September, 2014 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.57, Pages 3966 to 3984, being Deed No.11873 for the year 2014 ("**Deed Of Lease**"). Thus, the Transferor is entitled on leasehold basis, to land measuring 6.66 (six point six six) Acre equivalent to 26952 (two six nine five two) Sq mt, situate and lying at Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**Project Property**"). The Transferor is also entitled on leasehold basis, to land measuring 4.63 (four point six three) Acre equivalent to 18737 (one eight seven three seven) Sq mt, situate and lying at Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**Future Property**"). The Project Property and Future Property collectively containing land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) *bigha*, 3 (three) *cottah* and 30.17 (thirty point one seven) square feet, more or less **together with** structures erected thereon, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in *Khatian* Nos. (LR) 2 and 819 (modified), *Mouza* Palpara, J. L. No. 7 and R.S. *Dag* Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in *Khatian* Nos. 810 (modified), *Mouza* Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** Colour boundary line in the **Plan** annexed hereto and marked as **Annexure "1"** ("**Larger Property**"). For the purposes of developing the Larger Property, the Transferor and the Promoter have entered into development agreement i.e. the Development Agreement dated 8th May, 2015, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 190 2-2015, Pages 30071 to 30115, being Deed No. 190206516 for the year 2015 ("**Development Agreement**").

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Siddha Real Estate Development Private Limited, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCS6830L**), represented by its authorized signatory **Debasish Ghosh**, son of Late Dilip Kumar Ghosh,, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (**PAN ADSPG7409C**)

(**Promoter**, which expression shall include its successors-in-interest and assigns)

And

Binay Krishna Haldar, son of Shubhankar Haldar, aged about 41 (forty one) years, by faith Hindu, by nationality Indian, by occupation Service, residing at 3 no. Gate, Jiban Palar Bagan, Pin-712103, Post Office Hooghly, Police Station Chinsurah, District Hooghly (**PAN ABWPH9440E**)

Priyanka Haldar, wife of Binay Krishna Haldar, aged about 36 (thirty six) years, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 3 no. Gate, Jiban Palar Bagan, Pin-712103, Post Office Hooghly, Police Station Chinsurah, District Hooghly (**PAN AKWPH0595B**)

(**Allottees**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Transferor, Promoter and Allottees referred to as such or as **Party** and collectively **Parties**.

DEFINITIONS - For the purpose of this Agreement for Transfer, unless the context otherwise requires: -

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

WHEREAS:

- A. The Refugee Relief and Rehabilitation Department of the Government of West Bengal ("**State Government**"), by virtue of land vested in it vide L.A.(LDP) Case No. 37 and 50 of 1954-55, is the legal and rightful owner being absolutely seized and possessed of and well and sufficiently entitled to land measuring approximately 17.81 (seventeen point eight one) acre comprised in

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- (i) The Allottees shall have exclusive entitlement of the Said Apartment.
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Real Estate Project along with other occupants/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- (iv) The Allottees has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottees agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule A-2** below) and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Allottees as expressly mentioned in this Agreement.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottees has paid a sum equivalent to 10% (ten percent) of the total price as booking

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amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. PAYMENTS:

- 2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.
- 2.2 The Promoter shall be entitled to securitize the Total Price and other amounts payable by the Allottees under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.
- 2.4 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 In the event of delay and/or default on the part of the Allottees in making payment of any GST,

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Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottees, 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Appurtenances, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said

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Apartment to the Allottees and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of Allottees, upon its formation and registration.

6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

- 6.1 The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. 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 Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter 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 **Schedule D** of this Agreement.
- 6.2 The Allottees agrees, accepts and confirms that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals I hereinabove:-
- 6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/ blocks/structures thereon including the Real Estate Project and the Other Residential Component as may be permissible in the manner more particularly detailed at Recitals I hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottees has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoter in this regard.
- 6.2.2 The Promoter has informed the Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottees along with other Allottees/s of flats/units/apartments in the Said Block/Building and/or the Real Estate Project and/or in the Whole Project, and the Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable

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by each of the Allottees of flats/units/apartments in the Real Estate Project including the Allottees/s herein and the proportion to be paid by the Allottees shall be determined by the Promoter and the Allottees agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottees nor any of the Allottees/s of flats/units/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A-1** and **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other blocks/buildings which are to be developed and constructed on any portion of the Larger Property.

- 6.2.3 As mentioned in Recital I (ii) above, the Promoter has presently contemplated to develop the Proposed Adjoining Land and shall be entitled to club/amalgamate the Larger Property (or part thereof) with the Proposed Adjoining Land as a common integrated layout with the Larger Property (or part thereof) or otherwise including as a separate independent layout, in a phase wise manner.
- 6.2.4 The Allottees is aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other Allottees/s and users in the Real Estate Project and the Whole Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottees is also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottees/occupants of the Other Residential Component and shall not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.
- 6.2.5 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottees nor any person or entity on the Allottees's behalf shall, at any time claim any exclusive rights with respect to the same.
- 6.2.6 The Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Block/Building and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Larger Property.

7. POSSESSION OF THE APARTMENT:

- 7.1. **Schedule for possession of the Said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said

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