

Apartment along with ready and complete Common Areas of the Real Estate Project (as specified in Schedule E below) with all specifications (as provided in **Schedule D** below) in place on **September 2021** for (1) Block/Building No. **1M** (namely Oceania) (2) Block/Building No. **1L** (namely marina) (3) Block/Building No. **1K** (namely Lagoon) (4) Block/Building No. **1J** (namely Islet) (5) Block/Building No. **1N** (namely Promenade) (6) Block/Building No. **1R** (namely Stream) and (7) Block/Building No. **1Q** (namely Ripple) and **August 2020** for Block/Building No. **2A & 2B** (namely Harmony) ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project ("**Force Majeure**"). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 7.2. **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottees in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Transfer/Sub Lease. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule H below) as determined by the Promoter/association of Allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The Promoter shall hand over the photocopy of completion certificate of the Project to the Allottees at the time of Deed Of Transfer/Sub Lease of the same.
- 7.3. **Failure of Allottees to take Possession of Apartment**- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said Apartment from the Promoter by executing necessary indemnities,

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undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2 above, such Allottees shall continue to be liable to pay interest to the Promoter on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

- 7.4 Possession by the Allottees-** After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of Allottees within 30 (thirty) days after formation and registration of the association of Allottees.

- 7.5. Cancellation by Allottees-** The Allottees shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon re transfer of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the Transfer price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh Transfer of the Apartment to another Allottees and the purchase price of the Allottees, if the current Transfer price is less than the purchase price. The Allottees shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

- 7.6. Compensation -** The Transferor shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has

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been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottees within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Transferor has absolute, clear and marketable title with respect to the Project Property and is also entitled *vide* the Lease Deed, to enter into this Agreement alongwith the Promoter, without being required to make the State Government, a Party hereto; the requisite authority and the Promoter has the rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Property, the Said Apartment, the Said Block/Building and

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Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;

- (vi) The Transferor and the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Transferor and the Promoter has not entered into any agreement for Transfer and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed Of Transfer/Sub Lease the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees, upon the same being formed and registered;
- (x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over to the Allottees and the association of Allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Promoter in respect of the Project Property and/or the Real Estate Project.

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

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of completion of

Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Schedule D** of this Agreement, and for which completion certificate, has been issued

by the competent authority;

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

9.2. In case of Default by Promoter under the conditions listed above, Allottees is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Allottees registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottees within forty-five days of it becoming due.

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

- (i) In case the Allottees fails to make payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottees under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottees and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon re Transfer of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently transferring the Said Apartment

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and Appurtenances to another Allottees and receipt of the price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges.

Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. DEED OF TRANSFER/SUB LEASE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in Schedule C under the Agreement) from the Allottees, shall execute a Deed Of Transfer/Sub Lease drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottees:

However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the Deed Of Transfer/Sub Lease in his/her favour till payment of stamp duty and registration charges and the Allottees shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE SAID BLOCK/BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the takingover of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottees (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of Allottees and thereafter to the association of Allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule H** below ("**Common Expenses/Maintenance Charges**").

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for Transfer

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relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottees and/or any other Allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottees and/or any other Allottees/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottees is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottees and/or the association of Allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

15.1. Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not

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do or suffer to be done anything in or to the Said Block/Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Building is not in any way damaged or jeopardized.

- 15.2. The Allottees further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Block/Building or anywhere on the exterior of the Project, blocks/buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Block/Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- 15.3. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 In addition to the aforesaid, the Allottees hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall

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not affect the right and interest of the Allottees who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT:**

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

20. **BINDING EFFECT:**

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

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

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

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

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24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees, inafter the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall

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be registered at the office of the Registrar of Assurances-IVat Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the Allottees in respect of the apartment, plot or block/building, as the case may be, prior to the execution and registration of this Agreement for Transfer for such apartment, plot or block/building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Transfer or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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SCHEDULE 'A-1'

(Larger Property)

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, 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, the details of the *Dags* are given in the Charts below :

Mouza- Palpara

Sl. No.	R.S. Dag No.	Portion	Area (acre)
1	32 (Part)	Eastern portion	0.14
2	35 (Part)	Eastern portion	0.21
3	47 (Part)	Eastern portion	0.12
		Total	0.47

Mouza- Noapara

Sl. No.	R.S. Dag No.	Portion	Area (acre)
1	36 (Part)	South & Middle Portion	0.13
2	39 (Part)	North & Middle Portion	0.45
3	43 (Part)	Southern Portion	0.09
4	47 (Part)	Southern Portion	0.16
5	48 (Part)	Southern Portion	0.04
6	49 (Full)	Not Applicable	0.23
7	50 (Full)	Not Applicable	0.33
8	51 (Full)	Not Applicable	0.54
9	52 (Full)	Not Applicable	0.3
10	53 (Full)	Not Applicable	0.52
11	54 (Full)	Not Applicable	0.22
12	55 (Part)	Ex Northern Portion	0.69
13	56 (Full)	Not Applicable	0.61
14	57 (Full)	Not Applicable	0.43
15	58 (Full)	Not Applicable	0.3
16	59 (Full)	Not Applicable	0.59
17	60 (Full)	Not Applicable	0.4
18	61 (Part)	Southern Portion	0.03

19	62 (Part)	Western Portion	0.17
20	63 (Full)	Not Applicable	0.04
21	64 (Part)	Western Portion	0.15
22	65 (Part)	Western Portion	0.47
23	66 (Part)	Northern Portion	0.15
24	67 (Part)	Northern & South-West corner	0.18
25	72 (Full)	Not Applicable	0.43
26	73 (Part)	Northern Portion	0.57
27	74 (Full)	Not Applicable	0.28
28	75 (Full)	Not Applicable	0.3
29	76 (Part)	Northern Portion	0.3
30	129 (Part)	North-West corner	0.13
31	133 (Part)	North-East corner	0.03
32	136 (Part)	Eastern corner	0.03
33	146 (Part)	Ex Northern & South-West corner	0.7
34	147 (Part)	South-West corner	0.02
35	148 (Part)	Western Portion	0.17
36	149 (Full)	Not Applicable	0.07
37	150 (Part)	North-West corner	0.09
38	549 (Full)	Not Applicable	0.24
39	553 (Full)	Not Applicable	0.12
40	554 (Part)	Western Portion	0.04
41	555 (Part)	Western Portion	0.07
42	556 (Part)	North East corner	0.01
		Total	10.82

Grand Total = (0.47 + 10.82) = 11.29 acre

SCHEDULE 'A-2'

(Project Property)

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, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

SCHEDULE 'B'

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being 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

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collectively having built up area of 975 (nine hundred and seventy five) square feet, more or less, in Block /Building No. 1M, Block /Building Name *Oceania*. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park 1 (one) medium sized car in the Multi Level Car Parking [MLCP] space, in the Building No. 1J admeasuring about 135 (one hundred and thirty five) square feet in the Said Complex.

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

The Total Price payable for the Apartment is Rs.62,59,500/- (Rupees six two lac fifty nine thousand and five hundred) and Rs.4,50,000/- (Rupees four lac and fifty thousand), for parking space in the MLCP, thus totalling to Rs. 67,09,500/- (Rupees sixty seven lac nine thousand and five hundred) for the Apartment and Appurtenances.

(Payment Plan)

Payment Schedule for **Block/Building No. 1K** (namely Lagoon), **1L** (namely Marina), **1M** (Oceania), **1N** (namely Promenade), **1R** (namely Stream), **1Q** (namely Ripple) and **1J** (namely Islet)

Payment Stage	Percentage of Amount (Rs.)
On Application	Rs.1,00,000/-
On Allotment of said Apartment	10% of total consideration (less Application Amount) + applicable GST
On Execution of Agreement for Sale	10% of total consideration + applicable GST
On Commencement of Piling of the Said Block/ Building	10% of total consideration + applicable GST
On Completion of Ground Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 2nd Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 6th Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 10th Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 14th Floor Roof Casting	10% of total consideration + applicable GST

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On Completion of 18th Floor Roof Casting	5% of total consideration + applicable GST
On Completion of 22nd Floor Roof Casting	5% of total consideration + applicable GST
On Completion of Flooring of the Said Apartment	5% of total consideration + applicable GST
On Offer of Possession	5% of total consideration + applicable GST + Extra Charges

Payment Schedule for **Block/Building No. 2A & 2B** (namely Harmony)

Payment Stage	Percentage of Amount (Rs.)
Booking Amount	Rs.1,00,000/-
On Allotment of Said Apartment	10% of total consideration (less Booking Amount) + applicable GST
On Execution of Agreement	10% of total consideration + applicable GST
On Commencement of Piling of the Said Block/Building	10% of total consideration + applicable GST
On Completion of Ground Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 1st Floor Slab Casting	10% of total consideration + applicable GST
On Completion of 3rd Floor slab Casting	10% of total consideration + applicable GST
On Completion of 5th Floor slab Casting	10% of total consideration + applicable GST
On Completion of 7th Floor slab Casting	10% of total consideration + applicable GST
On Completion of 9th Floor slab Casting	5% of total consideration + applicable GST
On Completion of 10th Floor Slab Casting	5% of total consideration + applicable GST
On Completion of Flooring of the Said Apartment	5% of total consideration + applicable GST
On Offer of Fit Out Possession	5% of total consideration + applicable GST + Extra Charges

In addition to the Total Price, the Alottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 100/- per sq ft on Carpet	
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