

Agreement for Sale

This Agreement for Sale (Agreement) executed on this _____ (day) of
_____(month), 2020

By and Between

Contd..P/2

(1) SHRI GOPAL DAS (PAN – CADPD7397G) (AADHAAR NO. 5497 0667 6747) (Mob. No. 9007603879), son of Late Birendra Nath Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(2) SHRI BAPI DAS (PAN – CADPD7396H) (AADHAAR NO. 6165 5924 1427) (Mob. No. 7044314175)**, son of Late Birendra Nath Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(3) SMT. ARATI DAS (PAN – FSTPD6278R) (AADHAAR NO. 2998 5916 8640) (Mob. No. 6290639005)**, wife of Late Birendra Nath Das, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at 60/1, Sreenagar Main Road, P.O. – Panchasayar, Kolkata – 700094, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(4) SMT. SHRABANI DAS (PAN – ANGPD8729E) (AADHAAR NO. 2514 8325 4666) (Mob. No. 8481025545)**, wife of Shri Sunil Kumar Das and daughter of Late Birendra Nath Das, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at Purbayan, 70 Chingrighata, Canal South Road, P.O. – Nowbhangra, Kolkata – 700105, P.S. – Pragati Maidan, District – South 24 Parganas, West Bengal, **(5) SMT. SOMA MONDAL (PAN – EDUPM2800P) (AADHAAR NO. 6914 5575 9586) (Mob. No. 8420622491)**, daughter of Late Birendra Nath Das and wife of Shri Gokul Chandra Mondal, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at Purba Sitala, P.O. – Sonarpur, PIN – 700150, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(6) SMT. MOLY MANDAL DAS alias MOLY MANDAL (PAN – CXWPM7910E) (AADHAAR NO. 3849 6347 2468) (Mob. No. 9679695552)**, daughter of Late Birendra Nath Das and wife of Shri Himansu Sekhar Mondal, by faith – Hindu, by occupation – Service, by Nationality and Citizenship – Indian, residing at Karanjali, Kulpi, Near Post Office, P.O. – Karanjali, PIN – 743348, P.S. – Kulpi, District – South 24 Parganas, West Bengal, **(7) SHRI PROVAT DAS (PAN – AGRPD3818J) (AADHAAR NO. 7104 9480 1970) (Mob. No. 9681244455)**, son of Late Kiron Chandra Das alias Late Kiran Chandra Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at - Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(8) SMT. SUNITA PAUL (PAN – BSCPP2978P) (AADHAAR NO. 6947 3910 6773) (Mob. No. 9674236282)**, daughter of Sunil Pal and wife of Shri Dulal Paul, by faith – Hindu, by Occupation – Housewife, residing at – Janaki Nath Basu Road, Subhasgram Purbayan, P.O. – Subhasgram, Kolkata – 700147, P.S – Sonarpur, District – South 24 Parganas, West Bengal, **(9) SHRI DULAL PAUL (PAN – AALPP1352K) (AADHAAR NO. 9732 3847 6369) (Mob. No. 9830369715)**, son of Shri Amar Paul, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Janaki Nath Basu Road, Subhasgram Purbayan, P.O. – Subhasgram, Kolkata – 700147, P.S – Sonarpur, District – South 24 Parganas, West Bengal and **(10) SHRI ASHIM KUMAR ROUTH (PAN – ACXPR8906M) (AADHAAR NO. 5398 9132 8848) (Mob. No. 9830605099)**, son of Shri Kshitish Chandra Routh, by faith – Hindu, by Occupation – Service, by Nationality and Citizenship – Indian, residing at No. 54B, Dr. L. M. Bhattacharya Road, P.O. – Entally, Kolkata – 700014, P.S. – Entally, District – South 24 Parganas, West Bengal, hereinafter jointly called and referred to as the “**Owners**”.

The "Owners" herein are represented through their constituted attorney **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D) (AADHAAR NO. 3964 8986 0967) (Mobile No. 9831326167)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3rd Floor, "Madhab Niloy Apartment", 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, being the Proprietor of "**SUBARNA ENTERPRISE**", a Proprietorship firm, having its Office at "Madhab Niloy Apartment", Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include each of their respective heirs, executors, administrators, successors, legal representatives and/or assigns etc) of the **FIRST PART.**

AND

"**SUBARNA ENTERPRISE**", a Proprietorship firm, having its Office at "Madhab Niloy Apartment", Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, namely; **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D) (AADHAAR NO. 3964 8986 0967) (Mobile No. 9831326167)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3rd Floor, "Madhab Niloy Apartment", 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER/ CONFIRMING PARTY**" (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or permitted assigns and/or permitted nominee or nominees etc.) of the **SECOND PART.**

The "Owners" and "Developers" shall, hereinafter collectively be referred to as to as the "Promoter".

AND

SHRI AMIT KUMAR DATTA alias AMIT KUMAR DUTTA (PAN – BEFPD2887G) (AADHAAR No. 5299 2099 6823) (VOTER ID CARD No. KNS2137792) (Mobile No. 8100674357), son of Shri Khokan Chandra Datta alias Khokan Chandra Dutta, by faith – Hindu, by Occupation – Service, by Nationality and Citizenship – Indian, residing at Vill – Kamarhati Colony, P.O. – Kamarhati, PIN – 741154, P.S. – Dhubulia, District – Nadia, West Bengal, hereinafter referred to as the "**Allottee/PURCHASER**" (which term or expression shall unless excluded by or repugnant to the context and/or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns etc.) of the **THIRD PART.**

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

Definitions:

For the purpose of this agreement, unless the context otherwise requires the following definitions shall mean and include as noted below:-

- (1) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. ActXLI of 2017);
- (2) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (3) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (4) **"ARCHITECTS / ENGINEERS"** shall mean the architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project at the Project Properties;
- (5) **"APPLICABLE LAW(S)"** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and shall also include **West Bengal Housing Industry Regulation Act, 2017 (HIRA) and Rules framed thereunder;**
- (6) **"BUILDING PLAN"** shall mean the **Building Plan No. 39/CB/01/82, dated 29/05/2019** sanctioned and approved by the Rajpur-Sonarapur Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces and/or Commercial, including its revision, modification etc.
- (7) **"LAND"** shall mean **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarapur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata – 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarapur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarapur), District – South 24-Parganas, West Bengal, more fully described in the **First Schedule** hereunder written.
- (8) **"BUILDING"** shall mean and include the Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], named; **"MRITSIKHA"**, being constructed on the said premises mentioned in **First Schedule** hereunder in accordance with the Building Plan sanctioned by the Rajpur-Sonarapur Municipality. It shall deem to mean and include construction of additional floors upon the said building if sanctioned by the said Rajpur-Sonarapur Municipality.
- (9) **"CO-HOLDERS"** shall accordingly to its context, mean all persons, who have agreed to hold Flat/Units/Shop/Office space room in the said building including the Developer for the Flat/Units/Shop room/ Office space not transferred or agreed to be transferred.

- (10) "**CARPET AREA**" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment
- (11) "**COVERED AREA**" shall according to its context mean the plinth area of the said Flat/Units/Shop room/Office space or all the Flat/Units /Shop room/Office space in the building including the bathroom and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT, if any wall be common between the two Flat/Units /Shop room/Office space, then half of the area under such wall shall be included in each such Flat/Units /Shop room/Office space.
- (12) "**BUILT UP AREA**" shall mean the outer perimeter encompassing the Flat plus proportionate stair, lift, Lobby area.
- (13) "**SUPER BUILT AREA**" shall mean 15% in addition to the built up area.
- (14) "**TRANSFER**" with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment or any unit from and out of the property.
- (15) "**NEWLY CONSTRUCTED BUILDING**" shall mean and include Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], named; "**MRITSIKHA**" being constructed as per **BuildingPlan No. 39/CB/01/82, dated 29/05/2019** sanctioned and approved by the Rajpur-Sonarapur Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces and/or Commercial. It shall deem to mean and include construction of additional floors on the said premises if sanctioned by the Rajpur – Sonarapur Municipality.
- (16) "**MANAGEMENT ASSOCIATION**" shall mean the Management Company / Association / Holding Organization nominated by the Developer for the following purposes:
- a. managing, maintaining, up-keeping and administration of the Complex and in particular the Common Areas and Installations of the Project and the New Buildings / Towers;
 - b. rendering services for the Common Facilities to all the Owner and/or occupiers of the New Buildings / Towers;
 - c. collection and disbursement of the Common Expenses;
 - d. regulating mutual rights, obligations and liabilities of the Owner, the Developer, the Intending Buyers and all other Owner and/or occupiers of the New Buildings / Towers / Complex on such terms and in such manner as may be decided by the Developer.
- (17) "**SALEABLE AREAS**" shall include Units (being flats, apartments, shops and other constructed spaces including commercial and/or semi-commercial spaces), covered parking spaces, open parking spaces, attached to Units and other areas at the Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right or other right/privilege at the Complex capable of being commercially exploited or transferred for valuable consideration.
- (18) "**INTENDING BUYERS**" shall include the persons desirous of owning or acquiring the Saleable Areas from the **Promoter** hereto.

- (19) "**COMPLETION**" in respect of the Project, shall mean the completion of the planning, design, permitting, grant of approvals, construction and development of the Project and as evidenced by the certificate to be issued by the Architect of the Project certifying that the Units / New Buildings / Towers are constructed in accordance with the sanctioned Plan and the Specifications contained in this Agreement pending issuance of the completion / occupancy certificate by the appropriate statutory authority with respect to the Project;
- (20) "**ENCUMBRANCE**" OR "**ENCUMBERED**" shall mean any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership and/or possession of the Project.
- (21) "**SANCTIONS AND PERMISSIONS**" shall mean any approvals, authorizations, permissions, no objection certificates, clearances, permit, sanctions, licenses, etc., in any form whatsoever, obtained now or anytime in future irrespective of its nomenclature required under any Applicable Law from any appropriate authority/authorities, including the permissions from the appropriate authority for the Plan, conversion of land under the State Laws, construction, development, ownership, management, operation, implementation and Completion and disposal of the Project, including any completion / occupancy certificate.
- (22) "**UNIT(S)**" shall mean the self-contained units or bare units, constructed spaces or such other permitted spaces as per Sanctions and Permissions and car parking spaces in the Project to be constructed/developed by the Developer.

WHEREAS:

- A. The Owners herein are jointly sharing under co-ownership of **ALL THAT** piece and parcel of Bastu Land measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less (**SAID LAND**), being the Property morefully described in **the First Schedule** hereto. The devolution of title of the said Owners is morefully described in **Second Schedule** hereto.
- B. The Developer herein is in the business of real estate development and construction and has a considerable expertise in construction, marketing and selling of such real estate projects with adequate financial resources to undertake such developments. The aforesaid Owners approached the Developer for development of the Property and the Developer being agreeable to the aforesaid Owners' proposal, agreed to develop a Project together with amenities and facilities for enjoyment of the Units and also sell the Units in the Project as per the scheme agreed by the Owners and the Developer.
- C. Theaforesaid Owners have represented that the Property, is free from encumbrances, is adjacent and contiguous.
- D. Based on such representations, believing the same to be true and relying upon them, the Developer and the Owners had mutually agreed about the manner of development of the said land by way of erection and construction thereon.
- E. To give effect to the development of the land, the Owners and the Developer had executed a Development Agreement dated 19/08/2016 to record the understanding between the parties therein and the scheme of joint development on the terms and conditions morefully

described in the development agreement was registered in the office of the A.D.S.R. – Garia and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60773 to 60811, being Deed No. 162902839 for the year 2016 [hereinafter referred to as the “**said Development Agreement**”].

F. Thereafter, by way of a Power of Attorney dated 19.08.2016, the owners had constituted the Developer as their rightful attorney for the purpose of development of the building. The aforesaid Development Power of Attorney, dated 19.08.2016, was registered in the Office of the A.D.S.R. Garia, South 24 Parganas and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60903 to 60923, being Deed No. 162902848 for the year 2016 [hereinafter referred to as the “**said Development Power of Attorney**”].

G. The Said Land is earmarked for the purpose of construction of Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], (herein referred to as the BUILDING), and the said Project is named; “**MRITSIKHA**” (THE PROJECT) (Which shall remain unchanged at every point of time).

H. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed have been completed.

I. The Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and also for the Commercial Unit having permit bearing **Building Plan No. 39/CB/01/82 dated 29/05/2019** sanctioned and approved by the Rajpur-Sonarpur Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces and/or Commercial (the “**SAID PLAN**”). The Developer agrees and undertakes that if the Developer constructs additional floor, prior approval and sanction for construction of such additional Floor shall be obtained from the competent authority and strict compliance shall be had of Section 14 of the Act and other laws as applicable.

J. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.

K. The Allottee had applied for a Unit in the Project vide **Application No. _____ dated _____** and has been allotted:

1.1 **Said Flat/Unit: ALL THAT** piece and parcel of residential **Flat No. _____**, measuring about more or less _____ sq.ft of Carpet Area (_____ sq.ft. of super built up area) in Block - _____, Type - _____, consisting of _____ (_____) bed rooms, _____ (_____) dining -living- drawing, _____ (_____) kitchen, _____ (_____) toilet, _____ (_____) balcony, having Tiles flooring, at the _____ floor of the _____ storeyed building, being erected on the land described in the **First Schedule** hereinbelow.

1.2. **Said Car Parking Space:** _____ sq.ft. of Covered Area, being No. _____ attributable to the said Flat.

1.3. **Shares in Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities, facilities, of the said Block, The said Building complex, as be attributable and appurtenant to the ‘said Flat’. The said “Common portion, amenities and facilities” are more fully described in the **Fourth Schedule** hereinbelow **ALONG WITH** the liability of payment of common expenses and

maintenance charge mentioned in the FIFTH SCHEDULE hereunder written **AND** observing the common restrictions as enumerated mentioned in the SIXTH SCHEDULE hereunder written **ALONG WITH** common rights of easement and facilities.

1.4. **Land Shares:** Undivided, impartible, proportionate and variable share in the Land beneath the building/complex within the projects.

The said Flat/Apartment alongwith the said garage/Covered Parking space with right to use pro rata share in the common areas (including external wall thickness) being _____ square feet more or less of the Complex ("**COMMON AREAS**"), as defined under clause (m) of Section 2 of the Act, are collectively referred to as the "**said Unit/Property**" and more fully described in the **Second Schedule** herein under written.

- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project
- N. 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.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell, and the Allottee hereby agrees to purchase the "**said Unit/Property**" as specified in Clause K. This Agreement for Sale is being executed without possession.

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:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase, the "**said Unit/Property**" as specified in **Clause K**.

- 1.1 The Promoter has agreed to sell the "**Said Flat/Unit**" at the consideration of **Rs. _____/- (Rupees _____)** only, being the highest price as prevailing in the market and the "**said Car Parking Space**" at the consideration of **Rs. _____/- (Rupees _____)** only i.e. the total consideration of **Rs. _____/- (Rupees _____)** only, the Purchaser/s herein has agreed to purchase the "**Said Flat**" and the "**said Car Parking Space**" (**collectively referred to as the "said Property"**) at the said consideration.

In addition to the aforesaid consideration Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Unit mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the

- mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection if any as per actuals; and
- (e) Interest Free Sinking Fund/Maintenance Deposit @ Rs. _____/- per sq. ft. of Unit Carpet area amounting to Rs _____.

Explanation:

- (i) The consideration Price above includes the booking amount paid by the Allottee to the Developer towards the **"said Unit/Property"**. **Booking Amount** shall mean and/ or be a sum of Rs. _____/- (Rupees _____ only) (being _____% of the Unit Price excluding GST)
- (ii) The consideration Price above excludes Taxes (The tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer up to the date of handing over the possession or the Deemed date of possession of the **"said Unit/Property"** to the Allottee as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate.
 Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change/modification.
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the 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 allottee;
- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated hereinabove and the Allottee shall make payment demanded by the Developer within the time and in the manner specified in the **Sixth Schedule**. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Consideration Price of **"said Unit/Property"** includes recovery of price of land, cost of construction of not only the Unit but also the Common Areas, Car parking, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint/POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Unit and in the Project.
- 1.2. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter/email

being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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 Allottee.

1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Sixth Schedule** (hereinafter referred to as the “**Payment Plan**”).

1.4. The Developer shall confirm to the Allottee the final carpet area of the Unit that has been allotted to the Allottee after the construction of the Building, in which the Unit is situated, is complete and the occupancy certificate and/or completion certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.

The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, then the Developer shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty five) days from the date of final demand for possession, along with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the Unit allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **SIXTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.5 The Promoter agrees and acknowledges that the Allottee shall have the right to the “**said Unit/Property**” as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
- (ii) The Allottee shall also have right to use undivided, indivisible, variable proportionate share in the Common Areas of the Building/ Tower and also those of the Project. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas, Building/Tower Common Portions and the Project Common Portions to the association of Allottees of the Project after duly obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, of the Tower/ Building in the Project from the Competent Authority as provided in the Act;
- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, Car Parking, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint/POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as mentioned herein etc and includes cost for providing all other

facilities, amenities and specifications to be provided within the Commercial Unit and in the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be, subject to adherence of safety norms of the Developer.

1.6 It is made clear by the Promoter and the Allottee agrees that the said Unit along with the said covered Car Parking facility shall be treated as a single indivisible unit for all purposes. The said Complex is an independent, self-contained Project covering the Project Land on which the Project is being developed 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 Project facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.7 The Developer agrees to pay all outgoing before transferring the physical possession of the Unit 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/Unit). If the Developer fails to pay all or any of the outgoing collected by it from all Allottee or any liability, mortgage loan and interest thereon before transferring the Commercial Unit to the Allottee, the Developer agrees to be liable, even after the transfer of the Commercial Unit, 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 therefore by such authority or person.

1.8 The Allottee has paid a sum of Rs. _____/- (**Rupees _____ Only**) as booking amount being part payment towards the Total Consideration Price of the "said Unit/Property" at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan mentioned in the **Sixth Schedule** as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable within the due date, **he shall be liable to pay interest at the rate specified in the Rules.**

2 **MODE OF PAYMENT:**

Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan described in **Sixth Schedule** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "SUBARNA ENTERPRISE" payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rupees Five hundred only plus applicable taxes, for every such dishonor.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Allottee shall be liable to remit each installment as mentioned in the Payment Schedule after deducting TDS as applicable. Whenever there is any change in the status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer 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 the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer 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 Unit/Property" to the Allottee and the Common Areas to the Association of the allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ UNIT:

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the "said Unit/Property" and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in Part I and Part II of the Fourth Schedule hereto and have been approved by the Competent Authority, as represented by the Promoter. The Developer shall develop the Project in accordance

with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Rajpur – Sonarpur Municipality and shall not have an option to make any variation/alteration/ modification in the plans of 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.

7. POSSESSION OF THE UNIT/PROPERTY:

7.1. Schedule for possession of the “said Unit/Property”:

The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas of the Project to the Association of Allottees on its formation or to the Competent Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the “said Unit/Property” along with ready and complete common areas of the Project with all specifications, amenities and facilities of the Project in place **on or within _____ from the date of execution of these presents**, 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 Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the “said Unit/Property”

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become 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 Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.

7.2. Procedure for taking possession:

The Promoters, upon obtaining the Occupancy Certificate and or Completion Certificate, from the competent authority shall within a maximum period of fifteen days from the date of such certificate, shall issue a letter (the “NOTICE OF POSSESSION”) offering the possession of the Unit, to the Allottee in terms of this Agreement by way of speed post/e-mail calling upon the Allottee to take possession of the Unit within a maximum of forty five days from the date of the said Notice of Possession by the Allottee.

Provided that, if the possession of Unit is delivered prior to obtaining “Completion Certificate” by the Developer from the Competent Authority, in that case, the developer shall be duty bound to handover the copy of the Completion Certificate

in the hand of the Allottee, within seven days from the date of obtaining the said "Completion Certificate" by the Developer from the Competent Authority.

Provided further that the Conveyance Deed of the Unit/Flat in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **SIXTH SCHEDULE** hereto and taking possession of the Unit/Flat in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter), as provided by the relevant laws in West Bengal.

The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees.

7.3 Failure of Allottee to take possession of Commercial Unit:

Upon receiving a Notice of Possession from the Developer as per **Clause 7.2**, the Allottee shall take possession of the Unit/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit/Flat to the Allottee. In case the Allottee fails to take possession within the time provided in the Notice of Possession as mentioned in **Clause 7.2**, such Allottee shall continue to be liable or making payment towards maintenance charges as applicable and the same shall be treated as deemed possession of such commercial unit (**Deemed Date of Possession**).

7.4 Possession by the Allottee: After obtaining the Completion Certificate, as the case may be, and handing over Common areas to the Association, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of the allottees, or to the Competent Authority, as the case may be, as per the prevalent local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to form the association of the allottees formed in the manner prescribed in the said Act.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed or has 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 Unit/Property”**(i) in accordance with the terms of this Agreement, duly completed by the date specified in **Clause 7.1.1**; 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Commercial Unit which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project
- iii. There are no encumbrances upon the Project Land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the Project Land, Project or the Commercial Unit.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the said Unit 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 Project, the Project Land, the Building and the said Unit and the Common Areas;
- vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any Agreement for Sale and/or development or any other agreement/arrangement with any person and party with respect to the Project Land including the Project and the said Unit which will in any manner, affect the rights of Allottee under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed, the Promoter shall handover

lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas to the Association of the Allottees;

- x. The Schedule 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 Schedule Property;
- xi. The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of the said Unit along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and/or the Association of Allottees or the Competent Authority, as the case may be.
- 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 said property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The Promoter fails to provide possession of the said Unit to the Allottee within the time period specified in **Clause 7.1.1** or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Completion Certificate or Partial Completion Certificate, as the case may be, has been issued by the Competent Authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Commercial Unit, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the 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 Commercial Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;

ii. In case of Default by Allottee under the condition listed above continues for a period beyond **2 (two)** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of the Total Consideration Price of the Unit from the Allottee as per **Clause 1.1** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Unit together with right to use proportionate, undivided, indivisible, variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, unless otherwise decided by the parties mutually. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their/its favour till payment of the stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE BUILDING /UNIT/ PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project/Commercial Complex till the taking over of the maintenance of the Project/ Commercial Complex by the association of allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project/ Commercial Complex.

The cost of such maintenance from the date of the Allottee taking over possession the deemed Date, (as mentioned in **7.1 above**) whichever is earlier, is payable by the Allottee for the Unit proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Unit) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of allottee, as the case may be,

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter till the date promoter handover the responsibility of maintainance of the Building in the hand of the Maintainance Authority, by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas and Facilities, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Commercial Unit 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:

Service Areas: The service areas as located in the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT:

15.1 Subject to **Clause 12** above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Commercial Unit, 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 addition to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project or Common Areas and common facilities therein. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Commercial Unit or place any heavy

material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Commercial Unit.

15.3The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of the allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall have right to make additions or to put up additional structures(s), after obtaining necessary sanction from the competent authority to which the owners and/or buyers and/or any person claiming under them, shall give necessary consent.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local law, The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures 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 Unit.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ 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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the said Unit for all intents and purposes.

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 Allottee in not making payments as per the **Payment Plan [Sixth Schedule]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee 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 Promoter 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 the 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 Allottee has to make any payment, in common with other Allottee(s) in the Building or the Project, the same shall be the proportion which the carpet area of the Unit/Flat bears to the total carpet area of all the Flats & Commercial Units in the Building or the Project, as the case may be.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate

the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter, or simultaneously with the execution the said Agreement shall be registered, if so required, at the office of the concerned registry offices at West Bengal. Hence this Agreement shall be deemed to have been executed at Kolkata, West Bengal.

29. NOTICES:

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

- (i) Name of Allottee
- (ii) Allottee Address
- (iii) Promoter Name
- (iv) Promoter Address

It shall be duty of the Allottee 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 Allottee, 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 Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Unit, prior to the execution of this Agreement For Sale and/or registration thereof, if so required, for the said Unit/ Property shall not be construed to limit the rights and interests of the Allottee under the Agreement For Sale 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 through the adjudicating officer appointed under the Arbitration and Conciliation Act, 1996.

34. Disclaimer:

That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

35. The following clauses are to be read in continuation to the sub clauses of Clause 1.8 above:

(i) The rights of the Allottee is limited to ownership of the said Unit and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

(ii) The Allottee shall only have User Rights in the Common Areas of the Project/Commercial Complex to the extent required for beneficial use and enjoyment of the said Unit and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project/ Commercial Complex

(iii) The computation of the price of the Unit also includes the cost of the covered independent/covered dependent parking/open independent/ / Mechanical car parking, as the case may be, if any, allotted to the Allottee by the Developer and as so mentioned in the **Fifth Schedule** hereto.

36. Notwithstanding anything contained herein, any violation by the Allottee of the Covenants as mentioned hereunder the following shall apply:

(i) On and from the date of refund of the amount as mentioned in the Clauses above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Unit, the Project/ Commercial Complex and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

(ii) For the avoidance of doubt, it is hereby clarified that the Promoters shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

37. The following clauses are to be read in continuation to with Clause _____ above Transfer/conveyance of Common Area Share and User Rights:

At the time of Conveyance of the Apartment to the Allottee, the Allottee has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Allottee is the Right to Use the same and is being transferred as per the law prevailing. In case at any time if the

Said Proportionate Undivided Share of the Allottee in the Total Land and Common Areas is to be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time by the Promoter, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Said Proportionate Undivided Share in the Total Land and Common Areas, transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association if so required and further agrees to bear the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or Registration Authority. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Allottee further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

38. ASSIGNMENT / NOMINATION OF THE AGREEMENT TO SALE:

The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions

40. COVENANTS & RIGHTS OF THE ALLOTTEE

The Allottee, hereby covenants and agrees with the Promoters as follows:

- 40.1.1 The Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein.
- 40.1.2. The Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 40.1.3 The Possession Date, as mentioned in para _____ above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 40.1.4 The Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Developer or the Association, as the case be, from time to time in this regard;
- 40.1.5 The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case maybe, and performance by the Allottee of all his/her/its

obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;

- 40.1.6 The Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Unit on and from the Possession Date. However, so long as the Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Unit and/or Developer and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 40.1.7 The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of three (3) months from the date of Registration of the Conveyance Deed; and shall keep the Owner and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-compliance of this obligation by the Allottee;
- 40.1.8 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;
- 40.1.9 Any payment as stipulated in the Agreement wherein it mentions of the Allottee to make any payment, in common with other Co-buyers in the Project/ Commercial Complex, the same shall be in the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Units in the Project/ Commercial Complex;
- 40.1.10 The Allottee shall use the Unit or any part thereof or permit the same to be used only for commercial purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 40.1.11 The Allottee agrees that the Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/ Commercial Complex, and the Allottee agrees to permit the Developer and/or the Association to enter into the Unit 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.
- 40.1.12 The Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Unit and the Building; (2) design and/or the colour scheme of the windows, grills /collapsible gate and the main door of the Unit; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks ; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 40.1.13 It is hereby accepted by the Allottee that it shall not alter, modify or in any manner change the structure or any civil construction in the Unit and the Building.

- 40.1.14 The Allottee hereby also accepts not to sub-divide the Unit and the Common Areas, under any circumstances;
- 40.1.15 It is accepted by the Allottee that it shall not change/alter/modify the name of the Building from that mentioned in this Agreement; and
- 40.1.16 It further accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 40.1.17 The Allottee agrees that valet parking will be provided in the Commercial Complex due to Mechanical Parking facilities provided. The Purchaser agrees that the remuneration of such valet parking will be paid by the Association.
- 40.1.18 That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
- 40.1.19 That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment/Unit, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Unit, Building and/or the Project;
- 40.1.20 That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment/Unit and/or the Project and shall also abide by the Applicable Laws;
- 40.1.21 That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Unit and/or servants, employees, agents, staff or co-workers of the Allottee or such other occupiers of the Unit;
- 40.1.24 That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Unit and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and

- maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
- 40.1.25 That the Allottee shall carry out at his own cost all internal repairs to the said Unit and maintain the Unit the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 40.1.26 That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the building therein or Common Areas;
- 40.1.27 That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
- 40.1.28 That the Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
- 40.1.29 That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
- 40.1.30 That the Allottee shall not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated without the prior written permission of the Promoter and/or the Association;
- 40.1.31 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 40.1.32 That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Said Land and the building in which the Unit is situated, other than in the area earmarked for the such purpose;
- 40.1.33 That the Allottee shall pay to the Promoter or the Association, as the case may be, within the due date mentioned in the demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of

water, electricity or any other service connection to the Building in which the Unit is situated;

- 40.1.34 That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
- 40.1.35 That the Allottee shall carry out any repair or interior or any other works in the Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
- 40.1.36 That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the building save and except in the manner indicated by the Promoter or the Association, as the case may be;
- 40.1.37 That if the Allottee lets out or sells the Unit, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- 40.1.38 That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
- 40.1.39 That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
- 40.1.40 That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 40.1.41 That the Allottee shall not install grills and/or collapsible gate the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
- 40.1.42 That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- 40.1.43 That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
- 40.1.44 That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
- 40.1.45 That the Allottee shall not use the Unit for any illegal or immoral purpose;
- 40.1.46 That the Allottee shall not make or permit any disturbing noises in the Unit by the Allottee himself, employees, co-workers or staff, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;

- 40.1.47 That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 40.1.48 That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
- 40.1.49 That the Allottee shall not misuse or permit to be misused the water supply to the Unit
- 40.1.50 That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
- 40.1.51 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 40.1.52 That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the garage or parking space, if any, and the Common Areas;
- 40.1.53 That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment in the Unit.
- 40.1.54 That the Allottee shall not install or keep or run any generator in the Unit and the garage, if any;
- 40.1.55 That the Allottee shall not smoke in the common areas other than the designated smoking zone inside the Project which is strictly prohibited and the Allottee and his/her/its employees, co-workers, staff or customers are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 40.1.56 That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- 40.1.57 That the Allottee shall not use the elevators in case of fire;
- 40.1.58 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 40.1.59 That the Allottee shall remain fully responsible for any employee, staff or co-worker employed by the Allottee;
- 40.1.60 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 40.1.61 That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the

occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/her/its own cost; and

40.1.62 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

40.1.63 The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

41. INTERIM MAINTENANCE PERIOD

41.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation of the Association, the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

41.2. The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.

41.3 The Developer shall be responsible to provide and maintain essential services in the Project/ Commercial Complex till the taking over of the maintenance of the Project by the Association as provided in this Agreement. The cost of such maintenance shall be borne and payable by the Allottee proportionately for the Unit.

41.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

41.5 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

42. FORMATION OF ASSOCIATION

42.1 The Developer shall, in accordance with Applicable Laws, call upon the respective Unit owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary

subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- .42.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit. Further, in the event a Unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 42.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- .42.4 The Allottee acknowledges and agrees to allow the Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association.
- .42.5 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the Unit owners or occupiers of the Building and/or the Project/ Commercial Complex.
- .42.6 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project/ Commercial Complex.
- 42.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each

as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

- .42.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 42.11 It has been agreed by the parties that the Association (s) of all the Allottees of the building in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

("said Premises")

(THE LAND & BUILDING)

ALL THAT piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, wherein or on part whereof construction of the Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], named; **"MRITSIKHA"** shall be completed, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata – 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, which is butted and bounded as follows:-

ON THE NORTH	:	By Land under R.S. Dag No. 40;
ON THE SOUTH	:	By Land under R.S. Dag No. 38;
ON THE EAST	:	By 32' wide Municipal Road.
ON THE WEST	:	By 10' wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

("said Property")

(THE "said Flat & Car Parking Space")

ALL THAT one self contained Residential Finished Flat, being **Flat No. A/301**, measuring **Super Built-up Area of 921 sq. ft.** more or less, consisting of 2 (two) bed-rooms, 1 (one) living, 1 (one) dining, 1 (one) Kitchen, 2 (two) Toilets, 2 (two) balconies, located on the **South-East Side** at the **Third Floor** of **Block "A"** & 1 (One) **Covered Car Parking Space**, being **Car Parking Space No. 5**, at the **South-East Side** of the Ground Floor of **Block "B"** of the said Multi-storied Buildings

Complex, named; “**MRITSIKHA**” construction of which is under going on the above FIRST SCHEDULE mentioned Land TOGETHERWITH rights of enjoyment of common facilities and amenities attached thereto ALONG WITH the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated hereinbelow **TOGETHERWITH** all easements rights attached thereto and undivided proportionate rights over the land.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SPECIFICATION)

The construction of the said Multi-storied Buildings (comprising of Block – A & Block – B) is of new straight R.C.C. framed buildings with staircase headroom. The buildings shall have isolated column footings as per the design of structural consultant.

1. DOORS:

All door frames would be of Sal wood made out of 4 inch X 2.5 inches wood section.

All doors will be flush door (except Main Door) having thickness of 32 mm. with commercial ply on both of its faces and suitably pasted with decorative Teak Leaf on both sides with the following fittings:-

- a) One 8 inches tower bolt from inside (except kitchen door where the tower bolt will be from outside).
- b) One stopper.
- c) One buffer.
- d) One Mortise Lock.

The entrance door will have the following fittings:-

- a) One decorative handle.
- b) One lock of Godrej make.
- b) One handle from inside.
- c) One 10 inches Aluminium tower bolt from inside.

TOILETS DOORS:-

The toilet/W.C. doors will have the following fittings:-

- a) Two 6 inches aluminium tower bolt one from inside and other from outside.
- b) Two handles/rings, one from outside and other from inside.

2. WINDOWS:-

All windows would be of Aluminium sliding windows with integrated mild steel grill to be fitted to the main frame as per design of the Architect with Synthetic Enamel paints.

The staircase window will also be of M.S. section with openable and fixed fully glazed panels.

3. FLOORING:-

The Flat (except Kitchen and Toilets) will be of Tiles Flooring and the Staircase, Kitchen and Toilets will be of Marble flooring.

The skirting of the floors will be 100 mm height.

DADO:-

The toilets and W.C. will have dado finished with glazed tile upto height of 5 ft. 6 inches. Tiles will be as per Developer's choice.

KITCHEN:-

The cooking bench provided for kitchen will be of 16 inches to 18 inches wide and 6 ft. long black kodappa stone upon which green polished marble will be fitted with. The dado of the kitchen will be of 4 ft. height and be finished with glazed tiles as per choice of the Developer.

However, the 1 ft. 5 inches high dado adjacent to the wash basin at the kitchen will be of cast in situ mosaic as per specification of general flooring.

4. SANITARY/PLUMBING FITTINGS:-

All sanitary fittings to be provided would be of commercial quality and be of white colour and of any good brand as per Developer's choice only. All taps, Angular stopcocks, bib cocks, pillar cocks, shower roses, etc. be of chromium plated (C.P.) brassware or any other brand as per Developer's suitability.

All pipes and all pipe lines will be concealed and be of ¾ inch & ½ inch PVC pipes. All delivery/ inlet pipes be of PVC/HDPE/UPVC of diameter to be provided as per design and requirements. 4" inch dia PVC rain water pipes would be of good quality.

All pipe lines from underground reservoir to pump and to over head reservoir are to be done with 1 inch and ½ inch dia UPVC pipes. The pump and the motor will be provided as per requirement.

The following fittings would be provided:-

TOILETS :-

- a) One Indian type water closet as per Developer's choice in common Toilet of the Flat.
- b) One Hand Shower in common Toilet of the Flat.
- c) One Geyser point in common Toilet of the Flat.
- d) One Wall Mixture in common Toilet of the Flat.
- e) One Head Shower with bib cock and one tap in common Toilet of the Flat.
- f) One wash Basin (white colour) with one pillar cock in common Toilet of the Flat.
- g) One Western Commode in attached toilet.
- h) One tap & Hand Shower near Western Commode in attached toilet.

KITCHEN:-

- a) One sink cock over sink.
- b) One bib cock at wash place.
- c) One sink of stainless steel.

5. STAIRCASE HAND RAIL:-

The staircase hand rail will be of M.S. sq. bar.

6. BALCONY GRILL:

Design grill upto railing level.

7. ELECTRICAL:-

All electrical wiring are to be concealed and copper wire would be laid with suitable rubber-plastic conduits. All switches, sockets etc. to be of any suitable brand. The main switch and all other fittings would be of standard quality. Air Conditioner Point with Line in each room of all Flats and Geyser Point in Toilet.

All electrical light fittings of common areas such as, side open spaces, front and rear open spaces, staircase, entrance lobby, main entrance gate/ gates etc. are to be provided as per requirement.

GENERAL ELECTRICAL POINTS:-

Bedrooms:

- a. Two wall lamp points on wall of bedrooms.
- b. One ceiling fan point.
- c. One 5 amp. Socket outlet.
- d. One A.C. Point in Master Bedroom.

Toilet:

- a. One wall lamp point above basin.
- b. One Exhaust Power Point.

Kitchen:

- a. One wall lamp point.
- b. One 9 inches dia exhaust fan point.
- c. One 15 amp. Socket outlet at cooking bench.

Balcony:

- a. One wall lamp point.

Staircase:

- a. One lamp point at every landing.
- b. One calling bell point at main entrance door of every flat.

Living/Dinning:

- a. One ceiling fan point.
- b. Two wall lamp point.
- c. One 5 amp. Socket outlet.
- d. One 15 amp. Socket outlet.

8. STAIRCASE HEAD-ROOM/ WATER RESERVOIR:-

The staircase headroom and overhead and underground water reservoir would be made as per design of engineer.

9. PLASTERING/FINISHING

All internal surfaces will have ½ inch thick plaster to all vertical surfaces with mortar mixed in the proportion of 6 parts of sand to one part of cement by volume. The ceiling will have ½ inch thick plaster with mortar mixed in the proportion of 4 parts of sand to one part of cement by volume. Plaster of Paris of good quality will be used.

The external surface will have ¾ inch thick plaster of sand : cement ratio of 6:1 by volume.

10. ROOF TERRACING:

The terracing of top floor roof would be done suitably at proper levels and slopes as required for draining of water. All precaution and measures will be taken to make the terrace water-proof.

11. PAINTING WORK:

All the M.S. Grills and wooden door frames shall be painted with two coats of enamel paints over one coat of primer.

The external surfaces will be finished with Cement based paints (Snowcem) as per Developer's Choice only. Interior Side Putty Finished.

12. BRICK WORK:

All out side brick work will be made of 8 inches thick first class burnt clay brick and interior walls will be of 5 inches/3 inches thick first class clay brunt bricks.

13. R.C.C. WORK:

All R.C.C works will be of M20 grade concrete with Ultra tech/Lafarge brand cement and steel will be of TATA/SAIL Brand.

The Developer shall be liable to carry out services at his own costs in regard to the above, for a period of 180 (One Hundred Eighty) days, from the date of handing over of Possession of the above Second Schedule mentioned Property to the Purchaser(s).

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON PORTIONS)

The common areas and facilities to be enjoyed by the Purchaser/ Purchasers along with other flat/unit owners shall include:

1. The foundations, columns, girders, beams, supporting main walls, corridors, ultimate roof of the building for maintenance of water reservoir and installation of T.V. Antena etc., stairs, staircase and landings, entrance and exit through the main gate of the building.
2. Drainage and water sewerage lines, drains & sewers from the building to the Municipal Conduits, evacuation pipes from the flats to drains and sewers common to the building and other installations for the same, septic tank, soak pit, tube well and water supply, water motor and water pump set, water motor and pump set room, water reservoir (semi-underground), over head water tank and distribution pipes to different flats and from reservoir to the tank together with all common plumbing installations of or carriage of water along with such other common passages and parts, areas, equipments installations, fittings, fixtures, electric wiring for common portions and spaces in or about, the land and the building, general lighting of the Common portions, electrical wiring (concealed/ open) from ground floor to the flats/units respectively and switches of electric points, boundary wall, gate to such wall in the building complex, open spaces, paths in or around the building as are necessary for passage to and/or user of the units in common by the Co-owners.
3. Such other common parts/ portions/ facilities whatsoever required or necessary for the establishment, location, convenient use & enjoyment, provisions, maintenance and/or management of the building and/or flats/ spaces and/or common facilities or any of them as the case may be.
4. Lift and common Toilet in Block – B.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES & RESTRICTIONS)

1. The Purchaser/Purchasers shall along with the owners and occupiers of other flats/units, form an Association for the purpose of entire administration and

management of the said building and shall bear and pay proportionately for the following:-

- i. The expenses of maintaining, repairing, re-decorating of the main structure of the building and in particular the gutter, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Purchasers, of other flats/units and the main entrance, passages, landings and stair case of the building as to be enjoyed in common with the occupiers/Purchasers of the other flats and/or spaces and/or units in the said building.
 - ii. The costs of repairing, maintaining, cleaning and lighting the passages, landings, stair cases, lift and common toilet etc. and other common parts of the buildings.
 - iii. The salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
 - iv. The costs of working and maintenance of water pump, common lights and services.
 - v. Insurance of the building, if any, against earth-quake, fire, mob violence, riot and other natural calamities.
 - vi. All expenses relating to common services with common areas and facilities.
 - vii. Such other expenses as are necessary or incidental to the maintenance and proper preservation of the premises/building named; **"MRITSIKHA"**.
2. The Purchaser/Purchasers shall not:
- i) decorate or cause to be decorated the exterior of his/her/their flat/unit in any manner of fixture, of any design other than the approved design by the majority of the owners of other flats/ units or disturb the colour matching or any other decoration.
 - ii) make in his/her/their flat/unit any structural/additions alteration and/or modification of permanent nature.
 - iii) throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in his/her/their flat/unit or kept in the compound or any portion of the said building except in the place provided therefor.
 - iv) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other flats/units of the building from peaceful enjoyment of their respective flats/units.
 - v) demolish or cause to or allow to be demolished his/her/their flat/unit or any part thereof.
 - vi) keep or store any goods or article on the stairs or passage or in any way obstruct the use and enjoyment of the stairs and passages by the owners and occupiers of the other flats/units and apartments of the said building.
 - vii) allow his/her/their servants and/or agents to stay in the lobby or passages of the building.

SIXTH SCHEDULE
(Devolution of Title)

WHEREAS the OWNERS/VENDORS herein presently are the lawful absolute owners of **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of

R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal.

AND WHEREAS

- 1) (i) One Smt. Chanchala Bala Dasi, wife of Late Manmohan Das, was the absolute Owner of ALL THAT piece and parcel of land measuring 15 decimals, be it a little more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44 in part of R.S. Dag No. 39 under R.S. Khatian No. 54, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, by virtue of **Sale Deed (Bengali Kobala), dated 13/12/1967, executed by Smt. Thakur Dasi Paul and Smt. Dhumabati Pal in favour of said Smt. Chanchala Bala Dasi.**

The aforesaid Sale Deed (Bengali Kobala), dated 13/12/1967, was registered in the Sub-registration Office of Sonarpur and therein recorded in Book No. I, Volume No. 28, Pages from 264 to 267, being Deed No. 1946 for the year 1967.

(ii) After becoming the Owner of the aforesaid Land in the manner stated above, said Smt. Chanchala Bala Dasi got her name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above Land against Municipal Holding No. **525**, Sreenagar, then within Municipal Ward No. 22 of Rajpur-Sonarpur Municipality.

(iii) After becoming the Owner of the aforesaid Land in the manner stated above, said Smt. Chanchala Bala Dasi got her name mutated in the records of the concerned Office of the Block Land & Land Reforms Officer in respect of the above Land against L.R. Khatian No. 595 under L.R. Dag No. 44 in Mouza - Tetulberia, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

(iv) After purchasing the aforesaid Land, the said Smt. Chanchala Bala Dasi, peacefully possessed and enjoyed the aforesaid Land by making structures therein and also paying rates, taxes and government revenue to the concerned Government Authorities and free from all encumbrances whatsoever.

- 2) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the aforesaid Landed Property, for meeting economic requirement, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, intended to sell certain portion of Land out of the aforesaid 15 decimals of Land and in view thereof and also in view of gifting certain portions of the aforesaid Land to her sons and grandsons, said Smt. Chanchala Bala Dasi, divided the aforesaid 15 decimals of Land in certain Plots, keeping a 4 feet wide **Common Passage** (measuring **14 Chittacks 2 Sq. ft.** more or less and abutting land under R.S. Dag No. 38) out of the aforesaid 15 decimals of Land.
- (ii) For fulfilling the said intention, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **sold, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 8 Chittacks 34 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Kutcha structures thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag

No. 44, L.R. Khatian No. 595, Municipal Holding No. 525, Sreenagar, then within Municipal Ward No. 22 of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Ashim Kumar Routh**, being the Owners/Vendors No. 10 herein, **by virtue of Saaf Bikroy Kobala (Sale Deed), dated, 7th day of December, 1998**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, Volume No. 143, Pages from 250 to 256, being Deed No. 8768 for the year 1998.

(iii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Ashim Kumar Routh got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **788**, Sreenagar, within Municipal Ward No. 1 (previously within Ward No. 22) of Rajpur-Sonarpur Municipality.

- 3) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 11 Chittacks 13 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Pucca Structures of 1000 sq. ft. more or less standing thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Kiran Chandra Das**, son of Late Manmohan Das, by virtue of said **Dan Patra (Gift Deed), dated, 04th day of September, 2003**, which was registered at the Office of the D.S.R. – IV Alipore, South 24-Parganas, West Bengal and therein recorded in Book No. I, Volume No. 20, Pages from 962 to 978, being Deed No. 3288 for the year 2003.

Be it mentioned in this context that, in the recital portion of the aforesaid Deed No. 3288 for the year 2003, certain mistakes inadvertently crept in and said Smt. Chanchala Bala Dasi caused the said mistakes corrected by execution of **Deed of Declaration (Ghosona Patro), dated 10/01/2007** and the said Deed of Declaration (Ghosona Patro), dated 10/01/2007, was registered in the Office of the District Sub-Registrar – IV, Alipore, South 24-Parganas and therein recorded in Book No. I, Volume No. 7, Pages from 609 to 614, being Deed No. 40 for the year 2007.

(ii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Kiran Chandra Das got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1235**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

(iii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Kiran Chandra Das got his name mutated in the records of the concerned Office of the Block Land & Land Reforms Officer in respect of the above property against L.R. Khatian No. **2693** under L.R. Dag No. 44 in Mouza - Tetulberia, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

- (iv) After getting gift of the aforesaid Land, the said Shri Kiran Chandra Das, peacefully possessed and enjoyed the aforesaid Land with structures therein and also paying rates, taxes and government revenue to the concerned Government Authorities and free from all encumbrances whatsoever.
- 4) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 4 Chittacks 5 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Tiles Shed structure standing thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 595, Municipal Holding No. 525, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Gopal Das and Shri Bapi Das**, respectively, being the Owners/ Vendors No. 1 & 2 herein, by virtue of **Dan Patra (Gift Deed), dated, 25th day of April, 2007**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 28, Pages from 1528 to 1548, being Deed No. 09863 for the year 2009.
- (ii) After becoming the Owners of the aforesaid property in the manner stated above, said Shri Gopal Das and Shri Bapi Das got their names recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1432**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.
- 5) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **3 Chittacks 12 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Tiles Shed structure (Tea Shop) standing thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 595, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of one Birendra Nath Das (since deceased)**, being the predecessor-in-interest of the Owners/Vendors No. 1 to 6 herein, by virtue of said **Dan Patra (Gift Deed), dated, 25th day of April, 2007**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 28, Pages from 1528 to 1548, being Deed No. 09863 for the year 2009.
- (ii) After becoming the Owner of the aforesaid property in the manner stated above, said Birendra Nath Das (since deceased) got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1433**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.
- 6) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the Landed Property, as stated in Clause No. 3 above, said **Shri Kiran Chandra Das**,

son of Late Manmohan Das, **sold, conveyed, transferred, assigned and assured** ALL THAT the Shop measuring **233 sq. ft. (5 Chittacks 8 sq. ft.)** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 2693, Municipal Holding No. 1235, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District – South 24 Parganas, West Bengal **unto and in favour of Smt. Sunita Paul and Shri Dulal Paul**, being the Owners/Vendors No. 8 & 9 herein respectively, by virtue of **Saaf Bikroy Kobala (Sale Deed), dated, 18th day of February, 2013**, which was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 5, Pages from 2604 to 2617, being Deed No. 01855 for the year 2013.

(ii) After becoming the Owners of the aforesaid property in the manner stated above, said Smt. Sunita Paul and Shri Dulal Paul got their names recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1449**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

- 7)** **(i)** While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance portion of the aforesaid Landed Property as stated in Clause No. 3 above, said **Shri Kiran Chandra Das**, son of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 6 Chittacks 5 sq. ft.** more or less of Land together with Pucca Structures of 1000 sq. ft. more or less standing thereon or on part thereof, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 2693, Municipal Holding No. 1235, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Provat Das**, being the Owners/Vendors No. 7 herein, by virtue of **Dan Patra (Gift Deed), dated, 25th day of November, 2013**, which was registered at the Office of the Addittional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 27, Pages from 5647 to 5658, being Deed No. 12241 for the year 2013.

(ii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Provat Das got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against said Municipal Holding No. **1235**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

- 8)** While remaining seized and possessed of or otherwise well and sufficiently entitled to the aforesaid Landed Properties free from all legal and financial encumbrances whatsoever, for better utilization of all the Lands as aforesaid, the said Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, had executed one Deed of Exchange-cum-Amalgamation, dated 27th day of August, 2015 amongst themselves in regard to all the aforesaid Properties.

The aforesaid Deed of Exchange-cum-Amalgamation, dated 27th day of August, 2015, was registered in the Office of the Additional District Sub-Registrar Garia, South

24-Parganas and therein recorded in Book No. I, Volume No. 1629-2015, Pages from 23793 to 23824, being Deed No. 162902985 for the year 2015 [hereinafter referred to as the **"said Deed of Exchange-cum-Amalgamation"**].

- 9) In the said Deed of Exchange-cum-Amalgamation, dated 27-08-2015, certain major mistakes were inadvertently crept in, which are as follows:-
- (i) The **aggregate** of the above mentioned Land Areas of all the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, **is 7 Cottahs 11 Chittacks 19 Sq. ft.** more or less, **whereas** in the said Deed of Exchange-cum-Amalgamation, dated 27/08/2015, the **aggregate** of the above mentioned Land Areas of all the aforesaid Persons, was mistakenly mentioned as **6 Cottahs 11 Chittacks 19 Sq. ft.** more or less.
 - (ii) Due to inadvertence and hurriedness, the said **Common Passage Area, measuring 14 Chittacks 2 Sq. ft.** more or less [as stated in Clause No. 2(i) above] jointly owned by all the above persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, within their ownership **was not included** in the said Deed of Exchange-cum-Amalgamation dated 27/08/2015.
 - (iii) Had the aforesaid Passage Area measuring 14 Chittacks 2 Sq. ft. more or less, been included in the said Deed of Exchange-cum-Amalgamation dated 27/08/2015 **and** had the aggregate of the above mentioned Land Areas of all the aforesaid Persons, been written as 7 Cottahs 11 Chittacks 19 Sq. ft. more or less in the said Deed of Exchange-cum-Amalgamation, dated 27/08/2015, in that case, the **summation** of the actual Land Area **would have been 8 Cottahs 9 Chittacks 21 Sq. ft.** but, due to inadvertence, the same did not happen.
 - (iv) To rectify, the said mistakes, one Supplementary Deed of Exchange-cum-Amalgamation, dated 19th day of August, 2016 was executed, which was registered in the Office of the Additional District Sub-Registrar Garia and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60757 to 60772, being Deed No. 162902841 for the year 2016 [hereinafter referred to as the **"said Supplementary Deed of Exchange-cum-Amalgamation"**].
- 10) Thus, after execution and registration of the said Supplementary Deed of Exchange-cum-Amalgamation, dated 19/08/2016, the **TOTAL MEASUREMENT OF SAID AMALGAMATED PLOT OF LAND** became **08 (EIGHT) COTTAHS 09 (NINE) CHITTACKS 21 (TWENTY ONE) SQ. FT. (i.e. 6186 Sq.Ft.) [07 (Seven) Cottahs 11 (Eleven) Chittacks 19 (Nineteen) Sq. Ft. (i.e. 5554 Sq.Ft.) + 14 (Fourteen) Chittacks 02 (Two) Sq.Ft. (i.e. 632 Sq.Ft.)]** more or less, more fully described in the **Schedule** of the said Supplementary Deed of Exchange – cum – Amalgamation, dated 19/08/2016.
- 11) For better utilization of the aforesaid amalgamated Plot of Land, the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, entered into a Development Agreement, dated 19/08/2016, as the Owners thereof with the Party of the Second Part herein, being the Developer thereof.

The aforesaid Development Agreement, dated 19/08/2016, was registered in the office of the A.D.S.R. – Garia and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60773 to 60811, being Deed No. 162902839 for the year 2016 [hereinafter referred to as the **“said Development Agreement”**].

- 12) In connection with the **“said Development Agreement”**, a registered Development Power of Attorney, dated 19.08.2016, was executed by the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, in favour of the Developer, being the Party of the Second Part herein, named, Sri Swapan Kumar Saha, being the Proprietor of **“Subarna Enterprise”**.

The aforesaid Development Power of Attorney, dated 19.08.2016, was registered in the Office of the A.D.S.R. Garia, South 24 Parganas and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60903 to 60923, being Deed No. 162902848 for the year 2016 [hereinafter referred to as the **“said Development Power of Attorney”**].

- 13) In view of rectifying certain inadvertent mistakes until then lying in the **“said Deed of Exchange-Cum-Amalgamation”** and the **“said Supplementary Deed of Exchange-Cum-Amalgamation”**, a registered Deed of Declaration, dated 13th October, 2017 was executed by the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh.

The aforesaid Deed of Declaration, dated 13th October, 2017 was registered in the Office of the A.D.S.R. Garia and therein recorded in Book No. IV, Volume No. 1629-2017, Pages from 13728 to 13765, being Deed No. 162901023 for the year 2017 [hereinafter referred to as the **“said Deed of Declaration”**].

The **“said Deed of Exchange-Cum-Amalgamation”**, the **“said Supplementary Deed of Exchange-Cum-Amalgamation”**, the **“said Development Agreement”**, and the **“said Development Power of Attorney”** and the **“said Deed of Declaration”**, are hereinafter collectively referred to as the **“said Deeds”**.

- 14) After execution and registration of the **“said Deeds”**, the said Birendra Nath Das, died intestate on 26.10.2017, leaving behind him the following legal heirs and successors;
- a. SHRI GOPAL DAS (son), being the First Party of the FIRST PART – OWNERS/VENDORS **herein**.
 - b. SHRI BAPI DAS (son), being the Second Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - c. SMT. ARATI DAS (wife), being the Third Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - d. SMT. SHRABANI DAS (daughter), being the Fourth Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - e. SMT. SOMA MONDAL (daughter), being the Fifth Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - f. SMT. MOLY MANDAL DAS alias MOLY MANDAL (daughter), being the Sixth Party of the FIRST PART - OWNERS/VENDORS **herein**.

- 15) After demise of said Birendra Nath Das, all rights and liabilities of said Birendra Nath Das (since deceased) in connection with the "said Deeds" & share/ rights/ interests of Birendra Nath Das (since deceased) in the aforesaid amalgamated Plot of Land, have devolved upon Late Birendra Nath Das's wife, sons and daughters, as stated above, as per Hindu Laws of Succession.
- 16) In terms of the recital stated hereinabove, the "OWNERS/ VENDORS" of the FIRST PART herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, hereinafter for the sake of brevity referred to as the "**said Premises**", which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, as **JOINT OWNERS** thereof.
- 17) Thus, along with the "OWNERS/VENDORS" No. 7 to 10 herein, the "OWNERS/VENDORS" No. 1 to 6 herein, are at present the Joint and Proportionate Owners of the "**said Premises**", having joint and proportionate rights and liabilities in connection with the said Development Agreement, dated 19/08/2016.
- 18) In the changed circumstances, after the demise of said Birendra Nath Das, the names of the Legal Heirs of deceased Birendra Nath Das, were required to be brought into record in connection with the "**said Development Agreement**" for the purpose of proposed Development of the "**said Premises**", being **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, more fully described in the **FIRST SCHEDULE** hereunder written.
- 19) On the premises stated herein above, the OWNERS/VENDORS of the FIRST PART herein and the Developer/Confirming Party of the SECOND PART herein, entered into and execute a Supplementary Development Agreement, dated 22/01/2020 in Connection with the said Registered Development Agreement, dated 19/08/2016, after demise of said Birendra Nath Das.
- The aforesaid Supplementary Development Agreement, dated 22/01/2020, was registered in the office of the A.D.S.R. – Garia and therein recorded in Book No. I, Volume No. 1629-2020, Pages from 16999 to 17046, being Deed No. 162900312 for the

- year 2020 [hereinafter referred to as the **“said Supplementary Development Agreement”**].
- 20) After demise of said Birendra Nath Das, said Development Power of Attorney, dated 19/08/2016 has become invalid and infructuous.
- 21) Under the premises it was expedient and necessary to execute and register a Supplementary Development Power of Attorney in connection with the said Development Agreement & said Supplementary Development Agreement, after demise of said Birendra Nath Das.
- 22) The aforesaid Supplementary Development Power of Attorney, dated, 22/01/2020, was registered in the Office of the A.D.S.R. – Garia and therein recorded in Book No. IV, Volume No. 1629-2020, Pages from 1458 to 1516, being Deed No. 162900057 for the year 2020 [hereinafter referred to as the **“said Supplementary Development Power of Attorney”**].
- 23) Thus, in terms of the said Development Agreement, dated 19/08/2016 & said Supplementary Development Agreement, dated 22/01/2020 & said Supplementary Development Power of Attorney, 22/01/2020, the Developer/Confirming Party herein, was engaged/ entrusted/ appointed with the work of construction of the **proposed Multi-storied Buildings** on the **“said Premises”**, more fully described in the **FIRST SCHEDULE** hereunder written.
- 24) To rectify certain inadvertent mistakes still appearing in the said **Deed of Exchange-Cum- Amalgamation, dated 27/08/2015** and said **Development Agreement, dated 19/08/2016**, the Owners of the First Part herein executed a **Deed of Declaration, dated 04/02/2020**, which was registered in the Office of the A.D.S.R. – Garia and therein recorded in Book No. IV, Volume No. 1629-2020, Pages from 1749 to 1793, being Deed No. 162900088 for the year 2020.
- 25) In pursuance of the said Development Agreement, dated 19/08/2016 & the said Supplementary Development Agreement, dated 22/01/2020 & said Supplementary Development Power of Attorney, dated 22/01/2020, after demolishing the existing the structure, the Developer/ Confirming Party of the Second Part herein, **has started construction** of the said proposed Multi-storied Buildings, named; **“MRITSIKHA”**, comprising of 2 Blocks, viz. Block – A (G+4 Storied Building) & Block – B (G+3 Storied Building) on the **“said Premises”** i.e. **ALL THAT** piece and parcel of Bastu Land measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal (more fully described in the **FIRST SCHEDULE** hereunder written), according to the **Building Plan No. 39/CB/01/82, dated 29/05/2019** sanctioned and approved by the Rajpur-Sonarpur Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces and/or Commercial Spaces.

SEVENTH SCHEDULE
(PAYMENT PLAN)

IN WITNESSES WHEREOF the parties hereto have set their respective hands on the day, month and year first herein above mentioned.

SIGNED SEALED AND DELIVERED by the Parties in presence of:-

Witnesses:-

1.

.....
Signature of the Owners/ Vendors, namely, Shri Gopal Das, (2) Shri Bapi Das, (3) Smt. Arati Das, (4) Smt. Shrabani Das, (5) Smt. Soma Mondal, (6) Smt. Moly Mandal Das alias Moly Mandal, (7) Shri Provat Das, (8) Smt. Sunita Paul, (9) Shri Dulal Paul & (10) Shri Ashim Kumar Routh, represented by their CONSTITUTED ATTORNEY, named; Shri Swapan Kumar Saha, being the sole Proprietor of "SUBARNA ENTERPRISE".

2.

.....
Signature of the DEVELOPER/CONFIRMING PARTY

.....
Signature of the PURCHASER/ PURCHASERS

DRAFTED BY:-

ANJAN KUMAR CHAKRABARTI,
Advocate
Chamber:- 10, K.S.Roy Road, 2nd Floor,
Room No. 33, Kolkata – 700001
Phone No. +91 983001386

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser(s) the below mentioned amount as per memo below:-

1. Payment made in **Cheque**, at the time of
Booking vide Cheque No. 000007,
dated 04/07/2019, drawn on Indian
Overseas Bank, Chakgaria Branch. Rs. 10,000/-

2. Payment made at the time of signing
of this Agreement, by Cheque No. _____,
dated _____, drawn on _____
(Bank), _____ (Branch) / Money Transfer
through _____ Bank on / /20 Rs. 2,28,000/-

**Total (Rupees Two Lakhs Thirty Eight
Thousand) only** Rs. 2,38,000/-
=====

Witnesses:

1.

2.

.....
***Signature of the DEVELOPER/CONFIRMING
PARTY***