

AGREEMENT FOR SALE

THIS AGREEMENT for Sale executed on this the _____ day of December, TWO THOUSAND EIGHTEEN (2018),

BETWEEN

"ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", (CIN No. U45400WB2013PTC196182), a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013, having its registered office at K. P. Mondal Road, Chandipur, Nodakhali, Post Office- B/Chandipur, Police Station- Nodakhali, District- South 24 Parganas, represented by one of the Director **MR. ROHIT NAHAR** (PAN-ABKPN2303A), [MOBILE: 9330327648] (Aadhaar no. 8547 9734 6261) , son of Rabindra Singh Nahar, authorized *vide* board resolution dated 02.05.2014 residing at 45/4A, Chakraberia Road (South), Kolkata-700025, hereinafter called referred to as "**PROMOTER/DEVELOPER/BUILDER/COLLABORATOR**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/ executors, successors-in-office, administrator/ administrators, legal representative/ representatives and assign/ assigns) of the **FIRST PART**.

AND

1) _____ (PAN-_____) [Mobile No. _____], (Aadhar no. _____) , wife/son/husband of _____, aged about _____, and 2) _____ (PAN-_____) [Mobile No. _____], (Aadhar no. _____) , son/husband/wife of _____, aged about _____, both are by Faith- , Nationality- Indian, by Occupation- No.1 _____

and No.2 _____, both are residing at

_____, hereinafter called and referred to as "PURCHASERS/“ALLOTTEE(S)”" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/executors, administrator/administrators, legal representative/representatives and assign/assigns) of the SECOND PART.

AND

1) SRI RABINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) SRI JATINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, District- South 24-Parganas, 3) MANJU MITRA, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office-Budge Budge, Police Station- Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation- Homemaker, residing at Village & Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, 8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation- Housewife, residing at 22A, Hemchandra Street, Khidirpur, Kolkata - 700023, 9) MRS. ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation- Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, 10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation- Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, represented by their Constituted Attorney ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of “ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED”, a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, hereinafter called and referred to as the "OWNERS OF THE LAND/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective heir/heirs, successor/successors, executor/ executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the THIRD PART.

Definitions :

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- (a) **“Act” means the West Bengal Housing Industry Regulation Act, 2017;**
- (b) **“Rules” means the Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;**
- (c) **“Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;**
- (d) **“Section” means a section of the Act.**
- (e) **“ARCHITECT” shall mean ESPACE or such other person, firm or firms, company or companies whom the Promoter/Developers may appoint from time to time as the Architect of the building.**
- (f) **“COMMON PARTS & PORTIONS or COMMON AREAS” shall mean the common parts portions facilities and amenities (including Community Hall, GYM, lifts, lift room, lift wells and lifts installations, generator, generator room, generator installations, pump, pump room, pump installations, tube well and its installations, drains, sewers, boundary walls, main gates, paths and passages, driveways, staircases and lobbies and underground and overhead water reservoir, Indoor Games Room, etc.) in the said Building (more fully and particularly mentioned and described in the SCHEDULE “D” hereunder written). And common parts and portions in the said building and the said premises as such as shall be necessary or be required as thought fit and determined by the Promoter/Developer for the beneficial enjoyment of the said Unit and such common parts and portions shall be declared and/or identified by the Promoter/Developer only upon the completion certificate is granted by the Maheshtala Municipality.**
- (g) **“PREMISES” shall mean ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 sqft more or less together with structure thereon along with additional undivided pathways under MOUZA – SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian Nos.647, 1090, 1049, 1188 and 596 in Dag Nos.920, 921, 916, L.R. Dag No. 1148, 1149 & 1144, Touzi No.357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No. F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).**
- (h) **“PURCHASER/ALLOTTEE(S)(S)/PURCHASER(S)” shall mean:**
In the case of an individual his/her heirs, legal representatives, executors, administrators and assigns.
In the case of the Purchasers being a Company its successor and/or successors in interest and assigns.
In the case of the Purchasers being a Partnership Firm then its partner and/or partners for the time being and their respective heirs, legal representative, executors, administrators and assigns.
In the case of such Purchasers being a HUF, the Karta of the said HUF for the time being and his heirs, legal representatives, executors, administrators and assigns.
In the case of the Purchasers being a Trust then the Trustees of the Trust for the time being and their successor and/or successors in office and assigns.
In case such Purchasers is a minor then the natural guardian of such minor and such natural guardian shall be fully responsible for due

- performance and observance of all the terms and conditions to be performed and observed on the part of the said minor .
- m) **“PROJECT” shall mean the housing project undertaken for construction erection and completion of the said new building and/or buildings to be constructed in accordance with the said plan at the said premises.**
- n) **“CARPET AREA” shall mean the total net usable floor area of the Flat/Unit including area covered by the internal partition walls of the Flat/Unit excluding the area covered by the external walls, excluding areas under service shafts, balcony or verandah area and open terrace area as certified by the Architect.**
- o) **“SUPER BUILT UP AREA” shall mean the total covered area including the Flat/ Unit including the proportionate share in the common parts and portions such proportionate share to be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.**
- p) **“OWNERS” shall mean and include the Owners of the Land of the Premises and their respective heir/heirs, successor or successors and/or assign/assigns.**
- q) **“PROMOTER/DEVELOPERS/DEVELOPER/” shall mean and include the Builder/Collaborator of the Premises namely ENLIGHTEN INFRA PROJECTS PVT. LTD. and his respective successor or successors-in-interest, successors-in-office and/or assigns.**
- r) **“SPECIFICATION” shall mean and include the various specifications, brief details are mentioned in the SCHEDULE “D” hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event any Purchasers requiring any upgraded specification and/or better specification for a particular unit and/or flat then the Purchasers so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the Promoter/Developer and the Purchasers.**
- s) **“FLAT” shall mean the Unit/Flat No.____ on the _____ floor of said new building consisting of ____ Bed Rooms, One Living-cum-Dining, One Kitchen, ____ Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements_____ sq.mtr. of Carpet area and balcony area of ____ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be ____ Sq.ft. of Super Built-up area at the said premises (more fully and particularly mentioned and described in the SCHEDULE “A” hereunder written) TOGETHER WITH the proportionate undivided impartible variable share in the land attributable to the said Unit/Flat.**
- t) **“UNDIVIDED SHARE” shall mean the proportionate undivided impartible variable share in the land as shall be determined by the Promoter/Developer at the time of execution of the Deed of Conveyance attributable to each unit and it being expressly agreed that all the open spaces shall continue to be retained by the Promoter/Developers who in there absolute discretion shall allow and/or permit any other person or persons to utilize such other spaces as shall be determined by the Promoter/Developer in it’s absolute discretion.**
- u) **“UNITS” shall mean the Units and/or other constructed spaces to be built and constructed on the said premises.**

- v) "PRINCIPAL AGREEMENT" shall mean the Registered Development Agreement made between the Owners & Developer on 7th November, 2014, which was registered at A.D.S.R. Behala, Vide Book No.I, Volume No.29, Pages 3903 to 3927, being Deed No.09208, for the year 2014.

INTERPRETATIONS

1. Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchasers, then the portion of the whole amount payable by the Purchasers shall be in proportion to the area of the Purchasers' respective unit, which will also include the proportionate area of the total common areas.
2. Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules regulations or orders made there under.
3. Any covenant by the Purchasers not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.
4. Singular number shall include plural and vice versa.
5. Masculine gender shall include feminine and neutral genders and vice versa.

WHEREAS:

A. One Baidyanath Mitra was the Owners and possessors of All That piece and parcel of 42 decimals land with structure standing thereon lying and situated in R.S. Dag Nos.920, 921 and 916 under R.S. Khatian No.101 at Mouza- Shyampur and while seized and possessed the said land as an absolute 16 annas Owners died intestate on 04.04.1968 leaving behind him surviving only wife Nihar Bala Mitra, Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose, Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, and Amita Ghosh, wife of Sujay Ghosh, as his only legal heirs and representatives who inherited the property left by the said Baidya Nath Mitra and they are using possessing the said property jointly as their proportionate share therein with the knowledge of all other concern.

AND thereafter they have mutated their names from the B.L. & L.R.O. and their names have been recorded in L.R. Dag Nos.1148, 1149 and 1144 under L.R. Khatian Nos.647, 1090, 1049, 1188 and 596 at Mouza- Shyampur, J.L. No.46, Touzi No.357, and also mutated their names from the Maheshtala Municipality and their names have been recorded in Holding No.F2/124/New, B.B.T. Road, R.H.S. towards Kol., Ward No.35, Police Station- Maheshtala, within the limits of Maheshtala Municipality, District- South 24 Parganas, Kolkata-700137, was originally belongs to Late Baidyanath Mitra.

Said Nihar Bala Mitra died intestate subsequently leaving behind Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, as Amita Ghosh, Wife of Sujay Ghosh all are daughter of Nihar Bala Mitra, as her only legal heirs and representatives for her portion of the inherited property from her late husband Baidyanath Mitra and accordingly they were using and enjoying the aforesaid property as of Sixteen Annas Owners thereof with the knowledge of all other concern.

AND WHEREAS the legal heirs of the said Baidyanath Mitra and Nihar Bala Mitra while seized and possessed the said land having 1/9th share each in the said land, an amicable partition was made between all the nine sharers and the said Barindranath Mitra got his share demarcated and was allotted 2 cottahs 12 chittaks and 34 sq.ft land with structure standing thereon lying and situated in R.S. Dag Nos.920 under R.S. Khatian No.101 at Mouza- Shyampur, District- South 24 Parganas with the knowledge of all concerned.

AND the said Barindranath Mitra while seized and possessed the said property as an absolute Sixteen Annas Owner sold the said property to Dilip Kumar Gupta and Uttam Kumar Gupta by a registered Deed of Sale vide Deed No.00607 for the year 2002 which was registered in the office of the D.S.R.II, Alipore.

AND the above named Sachindra Nath Mitra, since deceased, along with his other co-sharers/co-owners executed and registered a Development Agreement dated 07-11-2014, which was registered in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 and also executed and registered a General Power of Attorney, which was duly registered in the A.D.S.R. Behala and registered in Book No.I, C.D. Volume No.29, Page from 3928 to 3944, Being No.09290 for the year 2014 in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney with terms and conditions mentioned therein and thereafter the said Sachindra Nath Mitra died intestate on 15-03-2017 leaving behind him surviving the present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra as his only legal heirs and successors.

The present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra the only legal heirs and successors of the above named Sachindra Nath Mitra, since deceased executed and registered a General Power of Attorney in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney, which was registered in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.1602-2018, Pages from 2387 to 2409, Being No.160200113 for the year 2018.

The Present Owners of the First part above stated herein are at present seized and possessed of ALL THAT piece and parcel of land measuring about 24 Cottahs 13 Chhittacks 39 Sq.ft. which is lying and situated at Mouza- Shyampur, under R.S. Khatian No. 101, L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 916, 920 & 921, P.O. Shyampur & P.S. Maheshtala, District- South 24 Parganas, Pargana- Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35 of Maheshtala Municipality but the actual physical measurement of Bastu land available is with structure measuring more or less 23 cotthas 9 chittacks 40 sq.ft. along with additional undivided pathways which is lying and situated at Mouza- Shyampur, under R.S. Khatian No. 101,

L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 920 & 921, P.O. Shyampur & P.S. Maheshtala, District- South 24 Parganas, Pargana- Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35 of Maheshtala Municipality.

The Party of the Third Party/Confirming Party intended to "Commercially Exploit" the said Property by constructing Flats upon the FIRST SCHEDULE Property but due to paucity of money they agreed to construct the super-structures/flats within their limits of financial capacity and to complete the said Building through suitable Contractor/Developer the Flats therein with the purse of the Intending Purchasers by selling the proportionate share of land and/or space, and/or spaces with super-structures and/or flats to them, so that they may provide themselves with flats as consideration of the said property.

- B. The Said Land is earmarked for the purpose of building a residential project, comprising of multistoried apartment/building and open/covered garage and the said project shall be known as 'SHYAM BHOOMI';
- C. The Promoter 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 Project is to be constructed have been completed;
- D. The Maheshtala Municipality has granted the commencement certificate to develop the Project *vide* approval dated 23.07.2014 bearing no. 775.
- E. The Promoter has obtained the final layout plan approvals for the Project from MAHESHTALA MUNICIPALITY. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata, West Bengal on _____ under registration no. _____;
- G. The Allottee(s)/Purchaser(s) are desirous of acquiring on Ownership basis ALL THAT the Flat No. ___ on the _____ floor of said new building consisting of ___ Bed Rooms, One Living-cum-Dining, One Kitchen, ___ Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements ___sq.mtr. of Carpet area and balcony area of ___sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be ___Sq.ft. of Super Built-up area in the said premises (more fully and particularly mentioned and described in the SCHEDULE "A" hereunder written hereinafter referred to as the said UNIT) has approached the Promoter/Developers and the Promoter/Developers have agreed to sell and transfer the said Unit for the consideration and on the terms and conditions hereinafter appearing as permissible under the applicable law and of *pro rata* share in the common areas ("Common Areas") as defined under

clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule "A" and the floor plan or the apartment is annexed hereto and marked as Schedule "B") ;

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I.

1. The Building and/or Buildings shall be completed with such materials and specifications such specifications more fully and particularly described in the SCHEDULE "D" hereunder written as shall be recommended by the Architect and in no event the Allottee(s)/Purchaser(s) shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specification and the Purchasers hereby consents to the same.

2. This Agreement contains the entire Agreement of the parties and supersedes all other agreements arrangements, understanding and in no event the Allottee(s)/Purchaser(s) shall be entitled to set up any oral Agreement and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent of both the parties. The Allottee(s)/Purchaser(s) acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Promoter/Developers other than what is specifically set forth herein.

3. At or before taking possession of the said Unit the Allottee(s)/Purchaser(s) shall be liable and agrees to make payment to the Promoter/Developers in respect of the proportionate share or amount required to be paid for CESC Limited or any other authorities for HT/LT power connection for the entirety of the building including the cost of installing Transformer & other related equipment and labour charges and the Purchasers shall be entitled to have at his own cost, charges and expenses including payment of deposits to have LT Connection and a separate meter for the said Unit directly from CESC.

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

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

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment _____ and the garage/closed parking (if applicable) as specified in para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in para G.**
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only)**

**Cost of Apartment including exclusive balcony area and proportionate cost of Common Areas - Rs
GST @ 12 % / 8 % (As applicable) - Rs**

Total Price - Rs

Block/Building/Tower No.____	Rate of Apartment per square feet
Apartment No. _____	
Type _____	
Floor _____	
Total price (in rupees)	

AND

Garage/Covered Parking - 1	Price for 1
Total price (in rupees)	

EXPLANATION:

(i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter), by whatever name called up to the date of handing over the possession of the Apartment to the Allottee(s) and the project to the association of Allottee(s)/Purchaser(s) or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the GST taxes (Increase or Decrease), the total amount payable by the Allottee(s) to the promoter shall remain the same as finalized at the time of signing of this agreement and such increase / decrease shall be on the Promoter(s) account;

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 said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges if any as per para (ii) etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) 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 Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee(s).
- 1.4 The Allottee(s)/Purchaser(s) shall make the payment as per the payment plan set out in Schedule "C" below ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" in respect of the apartment/building, as the case may be, without the previous written consent of the Allottee(s).
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alternations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.**
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:**
- (i) The Allottee(s) shall have exclusive ownership of the Apartment.**
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Area Along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s)/Purchaser(s) as provided in the Act;**
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, GST taxes, cost of providing electric wiring, etc. and includes cost for providing all other facilities as provided within the Apartment and the Project;**
 - (iv) The Allottee(s) has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.**
- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with ___ open garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land 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 Allottee(s). It is clarified here that only the passage areas can / may be used for ingress and egress to and/or from any project in its vicinity and that similar rights will accrue to Allottee(s)**

/Purchaser(s) of the integrated external project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s)/Purchaser(s) of the Project.

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

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

Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED' payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the The West Bengal Municipal Act, 1993 and Rules and by Maheshtala Municipality and shall not have an option to make any variation/alteration/modification in such plans, 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 APARTMENT/PLOT:**

- 7.1 **Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of

the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31-12-2019, 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(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/association of all Allottee(s)/Purchaser(s), as the case may be after issuance of the completion certificate for the project. The Promoter shall handover the occupancy certificate of the apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same.
- 7.3 Failure of Allottee(s) to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 Possession by the Allottee(s)-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s)/Purchaser(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s)/Purchaser(s) or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) 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. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within 45 days of such cancellation.

7.6 Compensation- The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s)/Purchaser(s), in case the Allottee(s) 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 Apartment, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due:

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for 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 said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement

- with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) 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 Apartment to the Allottee(s) and the common areas to the Association of the Allottee(s)/Purchaser(s);
 - (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 governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (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 said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in para 7.1 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 para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation 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 his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

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

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 days of becoming due..

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s)/Purchaser(s). The cost of such maintenance has been included in the Total Price of the Apartment.

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 within a period of 5 (five) years by the Allottee(s) 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(s)/Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee(s) 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/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s)/Purchaser(s) 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(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not

remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s)/Purchaser(s) and/or maintenance agency appointed by association of Allottee(s)/Purchaser(s). The Allottee(s) 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(S):**

The Allottee(s) is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] 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(s) who has taken or agreed to take such [Apartment/Building].

19. **WEST BENGAL APARTMENT OWNERSHIP ACT,1972:**

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

20. **BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s)/Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be

returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S)/PURCHASER(S):

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)/Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s)/Purchaser(s).

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 Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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(s) has to make any payment, in common with other Allottee(s)/Purchaser(s) in Project, the same shall be the

proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Shyampur after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Shyampur.

29. NOTICES:

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

_____ Name of Allottee(s)

_____ (Allottee(s) Address)

_____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee(s) 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(s), as the case may be.

30. JOINT ALLOTTEE(S)/PURCHASER(S):

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

31. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s) in respect of the apartment, building, as the case may be, prior to the execution and

registration of this Agreement for Sale for such apartment, building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) 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 laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

SCHEDULE 'A'
**(Description of the Land , Apartment
and Parking along with
boundaries in All Four Direction)**

ALL THAT piece and parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 Sqft more or less together with structure thereon along with additional undivided pathways under MOUZA – SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian No.647, 1090, 1049, 1188 & 596 in Dag No. 920, 921 , 916, Touzi No. 357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No.F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South), and butted and bounded by :-

ON THE NORTH : Pond and land of Kamal Dutta & others.

ON THE SOUTH : R.S. DAG No. 922, 923, 926.

ON THE EAST : Pond of Gobinda Chatterjee.

ON THE WEST : Common Passage.

ALL THAT the Flat No. _____ on the _____ floor of the said building consisting of _____ Bed Rooms, _____ Living-cum-Dining, One Kitchen, _____ Toilet, _____ Balcony etc. now in course of construction on the said Premises (more fully and particularly described above hereinabove written) now in course of construction on the said Premises containing by admeasurements _____ sq.mtr. of Carpet area and balcony area of _____ sq.mtr. TOGETHER WITH the undivided share in the common parts, portions, areas, facilities & amenities which works out to be _____ Sq.ft. Super Built-up area and also TOGETHER WITH THE proportionate undivided impartible variable share in the land at the said premises.

SCHEDULE 'B'
(Floor Plan of the Apartment)

SCHEDULE 'C'
(PAYMENTS)

The Purchasers shall pay to ENLIGHTEN INFRA PROJECTS PVT LTD. a total sum of Rs. _____/- (Rupees _____) only towards the sale and transfer of the said Flat including the undivided proportionate share of land with super-structures/flat finishing work with common areas and will be paid by installments in the manner as follows :-

1.	Booking	10%	Rs.
2.	Foundation	10%	Rs.
3.	Ground floor Casting	10%	Rs.
4.	1 st floor Casting	10%	Rs.
5.	2 nd floor Casting	10%	Rs.
6.	3 rd floor Casting	10%	Rs.
7.	4 th Casting	10%	Rs.
8.	Brick work completion	10%	Rs.
9.	Electrical & Sanitary	10%	Rs.
10.	Possession or Registration	10%	Rs.
			=====
			Rs. =00
			=====

(Rupees _____) only.

SCHEDULE 'D'
(MATERIALS/SPECIFICATIONS)

1. **Structure** : R.C.C. framed structure.
2. **Doors** : Quality wooden frames and solid core flush/panel shutters.
3. **Windows** : Aluminum windows.
4. **Living/Dining** : (a) Flooring: Vitrified tiles, (b) Electrical: Concealed copper wiring with latest switches, Provision for telephone, television and intercom.

5. **Bedrooms** : (a) **Flooring:** Vitrified tiles. (b) **Electricals:** Concealed copper wiring with latest switches. Provision for telephone and A. C. points in master bedroom.
6. **Kitchen** : (a) **Flooring:** Ceramic tiles. (b) **Electricals:** Concealed copper wiring with latest switches. Provision for adequate plug points for appliances. (c) **Counter:** Granite slab with stainless steel sink. (d) **Wall tiles:** Ceramic tiles up to 2'-6" height above cooking platform.
7. **Toilets** : (a) **Flooring:** Anti-skid Ceramic tiles. (b) **Electricals:** Concealed copper wiring with latest switches. Provision for adequate light and geyser point. (c) **Wall Tiles:** Wall dados in ceramic tiles upto door height. (d) **Sanitary Ware:** Quality chromium plated fittings, White Porcelain ware.
8. **Lifts** : Lift for common use of standard make.
9. **Exterior** : Durable outer finish.
10. **Interior** : Durable POP finish.

SCHEDULE 'E'
(SPECIFICATIONS, AMENITIES AND FACILITIES OF PROJECT)

COST, EXPENSES, ADVANCES & DEPOSITS

Particulars of costs, deposits and/or advances (free of interest) to be paid to and/or kept with the Promoter/Developers before taking delivery of possession of the said Unit.

- (a) For Proportionate share of the Service Charges for HT/LT electric connection to be paid to CESC Ltd. or any other authorities for the power connection as per their demand, to entirety of the building including cost of installation of transformer and other equipment
- (b) Deposits and charges for obtaining separate meter for the said Flat/Unit directly from CESC.
- (c) Any other taxes and duties, if any, will be borne by the Purchasers extra as would be applicable at actual.

PARTICULARS OF THE COMMON AREAS

1. The foundation columns beams supports corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding

those as are installed for any particular unit) and spaces required therefore.

10. **Windows/doors/grills and other fittings of the common area of the premises.**
11. **Generator its installations and its allied accessories and room.**
12. **Lift and stair for common use.**
13. **Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.**

IN WITNESSES WHEREOF, the PROMOTER/DEVELOPER and ALLOTTEE(S)/PURCHASER(S) and the CONFIRMING PARTY above-named hereunto put their respective hands and seal the day, month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee(s)/Purchaser(s) :

1) **Signature :** _____
Name : _____
Address : _____

Please affix photographs and sign across the photograph

2) **Signature :** _____
Name : _____
Address : _____

Please affix photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Promoter :

1) **Signature :** _____
Name : _____
Address : _____

Please affix photographs and sign across the photograph

At _____ on _____ in the presence of :

WITNESSES :

1) **Signature :** _____
Name : _____
Address : _____

2) **Signature :** _____
Name : _____
Address : _____

SIGNED AND DELIVERED BY THE WITHIN NAMED :

LAND OWNERS/CONFIRMING PARTIES:

Signature : _____
Name : _____
Address : _____

Please affix photographs and sign across the photograph

MONEY RECEIPT

Received with thanks a sum of Rs. _____/- (Rupees _____) only out of the total consideration of Rs. _____/- (Rupees _____) only.

1) Paid by Chq. No. _____ dated _____
drawn on _____ BANK. Rs. =00

2) Paid by Chq. No. _____ dated _____
drawn on _____ BANK. Rs. =00

=====

Rs. =00

=====

(Rupees _____) only.

DRAFTED AND PREPARED BY ME:-

SATADRU ADAK
- **ADVOCATE**
Alipore Judges' Court,
Kolkata-700027.

Computer typed by me :-