

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

**By and Between**

1) **ASTER VINIMAY PRIVATE LIMITED** (PAN.....), (2) **SUNRISE ENCLAVE PRIVATE LIMITED** (PAN.....), (3) **HIRISE PROMOTERS PRIVATE LIMITED**(PAN.....), (4) **SAGUN VINIMAY PRIVATE LIMITED**(PAN.....), (5) **MAINAK VINIMAY PRIVATE LIMITED**(PAN.....), (6) **ANTRATMA COMMODITIES PRIVATE LIMITED**(PAN.....), (7) **ANANT DISTRIBUTORS PRIVATE LIMITED**(PAN.....), (8) **ANAND SUPPLIERS PRIVATE LIMITED**(PAN.....), (9) **ANTRIKSH SUPPLIERS PRIVATE LIMITED**(PAN.....), (10) **ATTRACTIVE DEALER PRIVATE LIMITED**(PAN.....), (11) **ANURAG SUPPLIERS PRIVATE LIMITED**(PAN.....), No. 1 to 11 are all Companies incorporated under the Companies Act, 1956, all having their respective registered office at 50, Suburban School Road, P. S. Kalighat, Kolkata – 700 025 and (12) **TIRUPATI HI-TECH PRIVATE LIMITED**(PAN.....), a Company incorporated under the Companies Act, 1956, having its registered office at 1, Rowdon Street, Suite No. 807, Kolkata – 700 017, hereinafter jointly called and referred to as the **OWNERS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors and successors in interest and assigns) of the **FIRST PART. All represented by their constituted Attorney /** Authorised Signatory ..... (PAN.....) son of ....., by faith – ....., by occupation – ....., by Nationality – ....., residing at ..... PO . PS.... Pin..... ,

**AND**

**ASTER VINIMAY PRIVATE LIMITED**(PAN.....), a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at 50, Suburban School Road, P. S. Kalighat, Kolkata – 700 025 hereinafter called and/or referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) of the **SECOND PART. represented by its constituted Attorney** / Authorised Signatory ..... (PAN.....) son of ....., by faith – ....., by occupation – ....., by Nationality – ....., residing at ..... PO . PS... Pin.....

**AND**

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_ ) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ ( PAN \_\_\_\_\_ ), or hereinafter called the "Allottee" (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

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

**1. DEFINITIONS**

- a. For the purpose of this Agreement for Sale, unless the context otherwise requires,
  - i. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - ii. "**APPLICABLE LAW**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;
  - iii. "**ARCHITECT**" shall mean any person or Firm or Company whom the Developer may appoint from time to time as the Architect of the building or buildings to be constructed at the said land;
  - iv. "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - v. "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**vi. "Section"** means a section of the Act.

**WHEREAS:**

- a)** Rani Aloka Dudhoria, Sheela Jain, Asha Pant, Sima Dudhoria, Leena Agarwal, Anita Jain, Natasha Jain, Amita Dudhoria became the joint owners of land admeasuring 3.21 acres by virtue of interim order dated 04.10.1983 and Final Order dated 11.06.1984 passed by the Hon'ble High Court at Calcutta passed in Suit no. 384 of 1977.
- b)** The said Rani Aloka Dudhoria, Sheela Jain, Asha Pant, Sima Dudhoria, Leena Agarwal, Anita Jain, Natasha Jain, Amita Dudhoria sold, transferred and conveyed a part of the entire land admeasuring 23 Cottahs, 11 Chittacks and 4 Sq. ft. comprised in L.R. Dag no. 78 unto and in favour of Dharam Chand Pugalia, Kiran Devi Pugalia and Sushila Pugalia by way of Sale Deed dated 29.03.1999 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 112, Pages no. 305 to 314, Being no. 4570 for the year 1999 and thus Dharam Chand Pugalia, Kiran Devi Pugalia and Sushila Pugalia became the joint owners of land admeasuring 23 Cottahs, 11 Chittacks and 4 Sq. ft. comprised in L.R. Dag no. 78.
- c)** The said Dharam Chand Pugalia, Kiran Devi Pugalia and Sushila Pugalia sold, transferred and conveyed a part of the said land admeasuring 1 Cottahs, 8 Chittacks comprised in L.R. Dag no. 78 unto and in favour of Birbal Roy and Jileba Roy by way of Sale Deed dated 13.02.2002 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 119, Pages no. 227 to 238, Being no. 4204 for the year 2002 and thus Birbal Roy and Jileba Roy became joint owners of land admeasuring 1 Cottahs, 8 Chittacks comprised in L.R. Dag no. 78.
- d)** The said Birbal Roy and Jileba Roy sold, transferred and conveyed the said land admeasuring 1 Cottahs, 8 Chittacks along with a kuccha structure standing there on admeasuring 100 Sq. ft. comprised in Dag no. 78 unto and in favour of M/s. Aster Vinimay (P) Ltd. by way of a Sale Deed dated 17.10.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 12921 to 12937, Being no. 6480 for the year 2007 and thus M/s. Aster Vinimay (P) Ltd. became the absolute owner of the said land admeasuring 1 Cottahs, 8 Chittacks along with a kuccha structure standing there on admeasuring 100 Sq. ft. comprised in L.R. Dag no. 78.
- e)** The said Rani Aloka Dudhoria, Sheela Jain, Asha Pant, Sima Dudhoria, Leena Agarwal, Anita Jain, Natasha Jain, Amita Dudhoria sold, transferred and conveyed another part of land admeasuring 104 Shatak comprised in R.S. Dag nos. 135, 87(P), 120(P), 86 and L.R. Dag nos. 167, 81, 82, 167, 81 unto and in favour of Protap Sen and Goutam Ghosh by way of Sale Deed dated 24.12.2002 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 137, Pages no. 227 to 240, Being no. 4878 for the year 2002 and thus Protap Sen and Goutam Ghosh became the joint owners of the said land admeasuring 104 Shataks comprised in R.S. Dag no. 135, 87(P), 120(P), 86 and L.R. Dag nos. 167, 81, 82, 167, 81.
- f)** The said Goutam Ghosh sold, transferred and conveyed undivided land admeasuring 10 Cottahs, 9 Chittacks and 11 Sq. ft. out of his share in R.S. Dag nos. 87 & 86 and L.R. Dag nos. 81 & 82 unto and in favour of Prasenjit Sen, Paramita Sen and Madhuparna Sen by way of a Sale Deed dated 27.07.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 6, Pages no. 267 to 280, Being no. 4713 for the year 2007 and thus Prasenjit Sen, Paramita Sen and Madhuparna Sen became the joint owners of the entire land admeasuring 10 Cottahs, 9 Chittacks and 11 Sq. ft. out of his share in R.S. Dag nos. 87 & 86 and L.R. Dag nos. 81 & 82.
- g)** The said Protap Sen, Prasenjit Sen, Paramita Sen and Madhuparna Sen sold, transferred and conveyed a part of their land admeasuring 7 Cottahs and 37 Sq. ft.

comprised in R.S. Dag no. 87 and L.R. Dag nos. 81 & 82 along with kuccha structure standing thereon unto and in favour of M/s. Sunrise Enclave (P) Ltd. by way of Sale Deed dated 21.09.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 1729 to 1746, Being no. 5844 for the year 2007 and thus M/s. Sunrise Enclave (P) Ltd. became the absolute owner of land admeasuring 7 Cottahs and 37 Sq. ft. comprised in R.S. Dag no. 87 and L.R. Dag nos. 82 along with kuccha structure standing thereon.

- h)** The said Protap Sen, Prasenjit Sen, Paramita Sen and Madhuparna Sen sold, transferred and conveyed another land admeasuring 7 Cottahs and 37 Sq. ft. along with kuccha structure standing thereon comprised in R.S. Dag no. 87 and L.R. Dag nos. 81 & 82 unto and in favour of M/s. Tirupati Hitech (P) Ltd. by way of a Sale Deed dated 21.09.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 1678 to 1697, Being no. 5841 for the year 2007 and thus M/s. Tirupati Hitech (P) Ltd. became the absolute owner of the said land admeasuring 7 Cottahs and 37 Sq. ft. along with kuccha structure standing thereon comprised in R.S. Dag no. 87 and L.R. Dag nos. 81 & 82.
- i)** The said Protap Sen, Prasenjit Sen, Paramita Sen and Madhuparna Sen sold, transferred and conveyed a part of their land admeasuring 7 Cottahs and 37 Sq. ft. comprised in R.S. Dag no. 87 & 86 and L.R. Dag nos. 81 & 82 unto and in favour of M/s. Hirise Promoters (P) Ltd. by way of a Sale Deed dated 21.09.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 1782 to 1799, Being no. 5848 for the year 2007 and thus Hirise Promoters (P) Ltd. became absolute owner of land admeasuring 7 Cottahs and 37 Sq. ft. comprised in R.S. Dag no. 87 & 86 and L.R. Dag nos. 81.
- j)** The said Rani Aloka Dudhoria, Sheela Jain, Asha Pant, Sima Dudhoria, Leena Agarwal, Anita Jain, Natasha Jain, Amita Dudhoria sold, transferred and conveyed a land admeasuring 77 Sataks in R.S. Dag nos. 85(P), 121(P), 479(P), 134(P), 120(P) and L.R. Dag nos. 78, 168, 179, 180, 181, 79 unto and in favour of Tapan Bakshi, Anjana Bakshi, Prasanta Sen, Jaya Sen by way of a Sale Deed dated 24.12.2000 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 18, Pages no. 285 to 298, Being no. 753 for the year 2001 and thus Tapan Bakshi, Anjana Bakshi, Prasanta Sen, Jaya Sen became the joint owners of the said land admeasuring 77 Sataks in R.S. Dag nos. 85(P), 121(P), 479(P), 134(P), 120(P) and L.R. Dag nos. 78, 168, 179, 180, 181, 79.
- k)** The said Tapan Bakshi, Anjana Bakshi sold, transferred and conveyed a part of their land admeasuring 5 Cottahs and 4 Chittacks comprised in R.S. Dag nos. 88, 85 and L.R. Dag nos. 83, 78, 80 unto and in favour of Prasanta Sen, Jaya Sen by way of a Sale Deed dated 27.07.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 6, Pages no. 281 to 294, Being no. 4714 for the year 2007.
- l)** The said Prasanta Sen, Jaya Sen sold, transferred and conveyed land admeasuring 5 Cottahs, 3 Chittacks and 44 Sq. ft. together with kuccha structure standing thereon comprised in R.S. Dag nos. 88 & 85 and L.R. Dag nos. 83, 78, 80 unto and in favour of M/s. Mainak Vinimay (P) Ltd. by way of a Sale Deed dated 21.09.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 7, Pages no. 1636 to 1651, Being no. 5839 for the year 2007 and thus M/s. Mainak Vinimay (P) Ltd. became the joint owners of the said land admeasuring 5 Cottahs, 3 Chittacks and 44 Sq. ft. together with kuccha structure standing thereon comprised in R.S. Dag nos. 88 & 85 and L.R. Dag nos. 83, 78, 80.
- m)** The said Prasanta Sen, Jaya Sen sold, transferred and conveyed another land admeasuring 5 Cottahs, 3 Chittacks and 44 Sq. ft. together with kuccha structure standing thereon comprised in R.S. Dag no. 88 and L.R. Dag nos. 83 & 78 unto and

in favour of M/s. Shagun Vinimay (P) Ltd. by way of a Sale Deed dated 21.09.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 1605 to 1620, Being no. 5837 for the year 2007 and thus M/s. Shagun Vinimay (P) Ltd. became the absolute owner of the said land admeasuring 5 Cottahs, 3 Chittacks and 44 Sq. ft. together with kuccha structure standing thereon comprised in R.S. Dag no. 88 and L.R. Dag nos. 83 & 78.

- n)** The said Anjana Bakshi, Tapan Bakshi, Jaya Sen, Prasanta Sen sold, transferred and conveyed land admeasuring 1 Cottah and 2 Chittacks comprised in R.S. Dag no. 85 unto and in favour of Sanat Singh, Kanti Debi Singh by way of a Sale Deed dated 09.02.2005 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 1, Pages no. 19145 to 19161, Being no. 974 for the year 2005 and thus Sanat Singh, Kanti Debi Singh became the joint owners of the said land admeasuring 1 Cottah and 2 Chittacks comprised in R.S. Dag no. 85.
- o)** The said Sanat Singh, Kanti Debi Singh sold, transferred and conveyed the said land admeasuring 1 Cottah and 2 Chittacks comprised in R.S. Dag no. 85 unto and in favour of M/s. Aster Vinimay (P) Ltd. by way of a Sale Deed dated 10.12.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 8, Pages no. 11289 to 11306, Being no. 7348 for the year 2007 and thus M/s. Aster Vinimay (P) Ltd. became the absolute owner of the said land admeasuring 1 Cottah and 2 Chittacks comprised in R.S. Dag no. 85.
- p)** The said Dharam Chand Pugalia, Kiran Devi Pugalia, Sushila Pugalia sold, transferred and conveyed land admeasuring 2 Cottahs comprised in R.S. Dag no. 85 and L.R. Dag no. 78 unto and in favour of Surendra Kumar Shaw by way of a Sale Deed dated 06.02.2004 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 104, Pages no. 28986 to 29005, Being no. 5927 for the year 2004 and thus Surendra Kumar Shaw became the absolute owner of the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 85 and L.R. Dag no. 78.
- q)** The said Surendra Kumar Shaw sold, transferred and conveyed the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 85 and L.R. Dag no. 78 unto and in favour of M/s. Anurag Suppliers (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 1, Pages no. 10958 to 10971, Being no. 608 for the year 2008 and thus M/s. Anurag Suppliers (P) Ltd. became the absolute owner of the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 85 and L.R. Dag no. 78.
- r)** The said Dharam Chand Pugalia, Kiran Devi Pugalia, Sushila Pugalia sold, transferred and conveyed land admeasuring 1 Cottah and 8 Chittacks comprised in R.S. Dag no. 85 unto and in favour of Ram Nath Sao, Sheela Sao by way of a Sale Deed dated 06.12.2000 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 167, Pages no. 223 to 232, Being no. 6570 for the year 2000 and thus Ram Nath Sao, Sheela Sao became the joint owners of the said land admeasuring 1 Cottah and 8 Chittacks comprised in R.S. Dag no. 85.
- s)** The said Dharam Chand Pugalia, Kiran Devi Pugalia, Sushila Pugalia sold, transferred and conveyed another land admeasuring 1 Cottah comprised in R.S. Dag no. 85 and L.R. Dag no. 78 unto and in favour of Ramnath Sao, Sheela Debi by way of a Sale Deed dated 13.02.2002 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 41, Pages no. 29 to 40, Being no. 1579 for the year 2003 and thus Ramnath Sao, Sheela Debi became the joint owners of land admeasuring 1 Cottah comprised in R.S. Dag no. 85 and L.R. Dag no. 78.
- t)** The said Ramnath Sao, Sheela Debi sold, transferred and conveyed the land admeasuring 2 Cottahs and 8 Chittacks comprised in R.S. Dag no. 85 and L.R. Dag

no. 78 unto and in favour of Madhuparna Sen by way of a Sale Deed dated 19.02.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2431 to 2444, Being no. 1081 for the year 2007 and thus Madhuparna Sen became the absolute owner of the said land admeasuring 2 Cottahs and 8 Chittacks comprised in R.S. Dag no. 85 and L.R. Dag no. 78.

- u)** The said Madhuparna Sen sold, transferred and conveyed the said land admeasuring 2 Cottahs and 8 Chittacks comprised in R.S. Dag no. 85 and L.R. Dag no. 78 unto and in favour of M/s. Anurag Suppliers (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2156 to 2171, Being no. 928 for the year 2008 and thus M/s. Anurag Suppliers (P) Ltd. became the absolute owner of land admeasuring 2 Cottahs and 8 Chittacks comprised in R.S. Dag no. 85 and L.R. Dag no. 78.
- v)** The said Hemant Kumar Ghosh was an absolute owner of certain piece and parcel of land.
- w)** The said Hemant Kumar Ghosh sold, transferred and conveyed a piece and parcel of land admeasuring 6 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Karuna Dutta by way of a Sale Deed dated 05.03.1984 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 19, Pages no. 16 to 23, Being no. 910 for the year 1984 and thus Karuna Dutta became absolute owner of land admeasuring 6 Cottahs comprised in R.S. Dag no. 78.
- x)** The said Karuna Dutta sold, transferred and conveyed land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Krishna Pal, Minor Bilwa Mangal Pal, Sanat Kumar Pal by way of a Sale Deed dated 12.10.1988 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 71, Pages no. 479 to 486, Being no. 4932 for the year 1988 and thus Krishna Pal, Minor Bilwa Mangal Pal, Sanat Kumar Pal became the joint owners of land admeasuring 2 Cottahs comprised in R.S. Dag no. 78.
- y)** The said Krishna Pal, Bilwa Mangal Pal, Sanat Kumar Pal sold, transferred and conveyed the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Madhuparna Sen by way of a Sale Deed dated 19.02.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2445 to 2456, Being no. 1082 for the year 2007 and thus Madhuparna Sen became the absolute owner of the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78.
- z)** The said Madhuparna Sen sold, transferred and conveyed the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78, L.R. Dag No. 74 unto and in favour of M/s. Sagun Vinimay (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2125 to 2139, Being no. 926 for the year 2008 and thus M/s. Sagun Vinimay (P) Ltd. became the absolute owner of land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 and L.R. Dag No. 74.
- aa)** The said Karuna Dutta sold, transferred and conveyed land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Alpana Nandy by way of Sale Deed dated 30.09.1988 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 68, Pages no. 279 to 284, Being no. 4717 for the year 1988 and thus Alpana Nandy became the absolute owner of the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78.
- bb)** The said Alpana Nandy sold, transferred and conveyed the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Madhuparna Sen by way of a Sale Deed dated 19.02.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2420 to 2430, Being no. 1080 for the year 2007 and thus

- Madhuparna Sen became the absolute owner of the said land admeasuring 2 Cottahs comprised in R.S. Dag no. 78.
- cc)** The said Madhuparna Sen sold, transferred and conveyed land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 and L.R. Dag no. 74 unto and in favour of M/s. Mainak Vinimay (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2093 to 2107, Being no. 924 for the year 2008 and thus M/s. Mainak Vinimay (P) Ltd. became the absolute owner of land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 and L.R. Dag no. 74.
- dd)** The said Karuna Dutta sold, transferred and conveyed another land admeasuring 2 Cottahs comprised in R.S. Dag no. 78 unto and in favour of Lakshmi Negel by way of a Sale Deed dated 10.07.1991 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 41, Pages no. 79 to 84, Being no. 2917 for the year 1991 and thus Lakshmi Negel became an absolute owner of the land admeasuring 2 Cottahs comprised in R.S. Dag no. 78.
- ee)** The said Lakshmi Negel sold, transferred and conveyed the land admeasuring 2 Cottahs along with kuccha structure standing thereon comprised in R.S. Dag no. 78 and L.R. Dag no. 74 unto and in favour of M/s. Aster Vinimay (P) Ltd. by way of a Sale Deed dated 11.10.2007 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 7, Pages no. 8869 to 8882, Being no. 6257 for the year 2007 and thus M/s. Aster Vinimay (P) Ltd. became the absolute owner of the said land admeasuring 2 Cottahs along with kuccha structure standing thereon comprised in R.S. Dag no. 78 and L.R. Dag no. 74.
- ff)** The said Pashupati Dulal Nayek, Amiya Ranjan Nayek, Subhash Chandra Nayek, Gosta Behari Nayek, Satadal Nayek, Dipti Saha, Shyamali Nayek, Gayetri Nayek, Bina @ Puspa Rani Saha, Arati Khan, Jasoda Dulal Nayak became joint owners of certain piece and parcel of land by way of preliminary decree dated 20.9.2000 in Suit no. 10/1998 passed by 2nd Civil Judge (Senior Division) Court at Hooghly.
- gg)** The said Jasoda Dulal Nayak died intestate 08.12.2000 leaving behind his wife, 4 sons, 1 daughter namely Reboti Nayak, Sanjay Nayak, Tapas Nayak, Prabir Nayak, Subhojeet Nayak, Mita Saha as heir, heiress, successors, thus Reboti Nayak, Sanjay Nayak, Tapas Nayak, Prabir Nayak, Subhojeet Nayak, Mita Saha became joint owners of the undivided 1/8 share of the said land left by Jasoda Dulal Nayak by way of inheritance.
- hh)** The said Pashupati Dulal Nayek, Amiya Ranjan Nayek, Subhash Chandra Nayek, Gosta Behari Nayek, Satadal Nayek, Dipti Saha, Shyamali Nayek, Gayetri Nayek, Bina @ Puspa Rani Saha, Arati Khan, Reboti Nayek, Sanjay Nayek, Tapas Nayek, Prabir Nayek, Subhojit Nayek and Mita Saha amicably settled their disputes sold, transferred and conveyed a piece and parcel of land admeasuring 39 Cottahs and 7 Chittacks together with structure standing thereon comprised in R.S. Dag nos. 83 & 84 unto and in favour of M/s Sens Developer India (P) Ltd. by way of a Sale Deed dated 15.05.2004 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, Volume no. 3, Pages no. 13850 to 13882, Being no. 4051 for the year 2005 and thus M/s. Sens Developer India (P) Ltd. became the absolute owner of land admeasuring 39 Cottahs and 7 Chittacks together with structure standing thereon comprised in R.S. Dag nos. 83 & 84.
- ii)** The said M/s. Sens Developer India (P) Ltd. sold, transferred and conveyed land admeasuring 7 Cottahs and 6 Chittacks comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77 unto and in favour of M/s. Anant Distributors (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 11381 to 11401, Being no. 1418 for the year 2008 and thus M/s. Anant Distributors (P) Ltd. became the absolute owner of land admeasuring 7

Cottahs and 6 Chittacks comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77.

- jj)** The said M/s. Sens Developer India (P) Ltd. sold, transferred and conveyed another land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77 unto and in favour of M/s. Anand Suppliers (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 11362 to 11380, Being no. 1417 for the year 2008 and thus M/s. Anand Suppliers (P) Ltd. became absolute owner of land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77.
- kk)** The said M/s. Sens Developer India (P) Ltd. sold, transferred and conveyed another land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77 unto and in favour of M/s. Anratma Commodities (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 6479 to 6497, Being no. 1156 for the year 2008 and thus M/s. Anratma Commodities (P) Ltd. became absolute owner of land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77.
- ll)** The said M/s. Sens Developer India (P) Ltd. sold, transferred and conveyed another land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77 unto and in favour of M/s. Anriksh Suppliers (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 6460 to 6478, Being no. 1155 for the year 2008 and thus M/s. Anriksh Suppliers (P) Ltd. became absolute owner of land admeasuring 7 Cottahs and 5 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77.
- mm)** The said M/s. Sens Developer India (P) Ltd. sold, transferred and conveyed another land admeasuring 7 Cottahs and 3 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77 unto and in favour of M/s. Attractive Dealers (P) Ltd. by way of a Sale Deed dated 30.01.2008 and the same was duly registered with the office of Additional District Sub Registrar at Serampore and recorded in Book no. I, CD Volume no. 2, Pages no. 2074 to 2092, Being no. 923 for the year 2008 and thus M/s. Attractive Dealers (P) Ltd. became absolute owner of the said land admeasuring 7 Cottahs and 3 Chittacks together with kuccha structure standing thereon comprised in R.S. Dag nos. 83 & 84 and L.R. Dag nos. 75, 76, 77.
- nn)** The Owners have duly obtained mutation and conversion of the Entire Premises from the Concerned Statutory Authority.

- 1.** The Owner and the Developer have entered into a [development agreement] agreement dated \_\_\_\_\_ registered before the ..... and recorded in Book No .....Volume .....pages.....to.....being Nos.....registered before the .....
  
- 2.** The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as (" Aster Shree Gardens" )



3. 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.
4. The Kolkata Municipal Corporation (Building Department) has granted the Building Permit to develop the project vide Building Permit No. .... dated .....
1. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
5. The Promoter has applied for registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata.
6. The Allottee had applied for an apartment in the Project vide application no. Nil dated ..... and has been allotted Apartment having carpet area of ..... square feet, type- ..... floor of "Aster Shree Gardens" ("Building") along with ..... Car Parking 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 (ii)** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**.
7. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
8. The Allottee has verified all the documents in respect to the Said Land and Said Plot and has satisfied himself with regards to the right, title and interest of the owners and the developer and the owner in respect of the said premises.
2. 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;
9. 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;
10. 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 Apartment and the garage/covered parking (if applicable) as specified in para 20.

- 11.** The Allottee herein confirm that it is/ they are fully compliant with all the applicable laws of the Country in respect of the agreement being entered into herein particularly the provisions of Prevention of Money Laundering Act 2002, Prohibition of Benami Properties Transaction Act, 1988 and such other laws relating to the genuineness, identity and capacity of the Allottee herein to enter into the present agreement and agree to indemnify and keep harmless the Promoter/ Developer if any dispute arise in this regard.

**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. PURPOSE**

**1.1.** The Developer is constructing and developing a residential complex on the total area of Land admeasuring about ALL THAT piece and parcel of land admeasuring about an area of 81 Cottahs 4 Chittacks 18 sq. ft. (more or less) to 5436.455 square meters situate lying and comprised in L. R. Dag nos. 74(P), 75(P), 76, 77(P), 78(P), 81(P), 82 and 83(P), recorded in L. R. Khatian Nos. 27815, 27816, 27817, 27769, 27770, 27771, 27772, 27773, 27796, 27797, 28264, 27985, 28265, and 27979, in Mouza – Serampore, J. L. No. 13, Police Station Serampore, Additional District Sub-Registrar Serampore, under Serampore Municipality, Ward No. 21, being Municipal Holding No. 78/79/A, G. T. Road (WEST), Serampore, Dist – Hooghly, herein after referred to as the "**Said Land**", more fully described in Schedule A (i) herein. The development will be done as per the sanction plan sanctioned by the Kolkata Municipal Corporation .

**1.2.** The Allottee being desirous of purchasing a Apartment in the residential Building being constructed on the Said Plot and has made an application for allotment of a Apartment, after duly accepting the terms and conditions contained in the application form, vide application No. Nil dated .....

**1.3.** Subsequently the Developer issued an allotment Letter being no. Nil dated\_\_\_\_\_ to the Allottee allotting said Apartment.

**1.4.** The Allottee has verified all the documents in respect to the Said Land and Said Plot and has satisfied himself with regards to the right, title and interest of the owners and the developer and the owner in respect of the said premises.

**1.5.** The Allottee has agreed to Purchase and the Developer has agreed to Sale to the Allottee the Said Apartment, on the basis of certain consideration, terms and conditions, which are duly accepted by both the Parties.

**1.6.** The Parties are now desirous of entering into this Agreement for effecting the transaction and reducing the above said certain terms and condition for which they are entering into this Agreement.

**2. COMMENCEMENT**

**2.1.** This Agreement shall commence on the date of it being signed and executed by the Parties.

**3. TERMS**

**3.1.** 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 Apartment as specified in para 20 hereinabove.

**3.2.** The Total Price for the said Apartment based on the carpet area is Rs. ....../- (Rupees ..... ) only ("Total Price"). The detail mentioned hereunder:-

Total carpet area .....	Rate of Apartment per square feet Rs.
Floor : .....	...../-
Car Paring (covered/ Open/ Mechanical )	. .
Total Price	Rs. ....../-
GST on Consideration	Rs. ....../-
Legal Charges	Rs. ....../-
GST on Legal Charges	Rs. ....../-
Grand Total	Rs......./-

**3.2.1. Explanation**

- 3.2.1.1.** Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- 3.2.1.2.** The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.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 and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
- 3.2.1.3.** Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- 3.2.1.4.** 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;
- 3.2.1.5.** The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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 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;
- 3.2.1.6.** 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles / tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per 3.2 etc. and

includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**3.3.** 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 Promoter undertakes and agrees that while raising a demand on the Allottee 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, 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 said project by the Authority as per the Act, the same shall not be charged from the Allottee.

**3.4.** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

**3.5.** The Promoter may allow, in its sole discretion, provide for a rebate for early payments of installments payable by the Allottee by discounting such early payments@ 12% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

**3.6.** 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'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**3.7.** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 3.2 of this Agreement.

**3.8.** Subject to para 11.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

**3.8.1.** The Allottee shall have exclusive ownership of the Apartment;

**3.8.2.** The Allottee shall also have undivided proportionate share in the Common Areas. 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 hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

**3.8.3.** 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, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 13 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

**3.8.4.** The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

**3.9.** It is made clear by the Promoter and the Allottee agrees that the Apartment along with 4 Nos. of mechanical and 2 Nos. of Independent car parking shall be treated as a single

indivisible Apartment 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

**3.10.** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such 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.

**3.11.** The Allottee has paid a sum of **Rs. ....../- (Rupees ..... only)** as booking amount being part payment towards the Total Price of the Apartment the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

#### **4. MODE OF PAYMENT**

**4.1.** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/c Payee cheque demand draft/bankers cheque or online payment (as applicable) in favour of " ..... " payable at Kolkata.

**4.2.** Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the demand notes/ letter(s) of **DEVELOPER** to be issued from time to time requesting for such payments. Payment within time would be deemed to be the essence of terms of allotment. Part payments will not be accepted after the due dates. Allottee shall be liable to pay interest as specified in the Act and rules from the date on which the amounts fall due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any. No extension of time will be allowed for payment of allotment money.

**4.3.** In the event of any cheque being dishonoured or returning unpaid due to any reason whatsoever then the Allottee shall within 2 (two) days of dishonor issue a bank draft of the relevant amount which the promoter shall incur

## **5. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

**5.1.** 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.



**5.2.** The Promoter accepts no responsibility in regard to matters specified in para 5.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential 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 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 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 only.

## **6. ADJUSTMENTS / APPROPRIATION OF PAYMENTS**

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

## **7. TIME IS THE ESSENCE**

**7.1.** 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 and the common areas to the association of allottees or the competent authority, as the case may be.

## **8. CONSTRUCTION OF THE PROJECT**

**8.1.** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] 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, amenities and facilities, 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 laws of West Bengal 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.

**8.2.** No structural changes/ modifications are permitted. The Allottee shall not do or cause to be done any such things or works, which brings about structural changes/ modification in the Apartment (s).

**8.3.** The work of construction of the project shall be taken up in various phases and all the common facilities and/or amenities will be provided progressively. The facilities/ amenities which are common for the entire project will be provided only upon completion of the entire project.

**8.4.** The Internal electrical wiring for the Apartment(s) shall be provided by the Promoter, however the Allottee shall have to apply to the concerned Authority for obtaining supply of power and a separate meter for their allotted Apartment(s) . The Security Deposit and/or the charges to be paid for such electricity shall be paid by the Allottee to the concerned Authority.

## **9. POSSESSION OF THE APARTMENT**

### **9.1. Schedule of Possession of the Said Apartment**

**9.1.1.** The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **March'2021** 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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment].

**9.1.2.** 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 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 the entire amount received by the Promoter from the allotment within 45 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 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.

## **9.2. Procedure for taking Possession**

**9.2.1.** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

## **9.3. Failure of Allottee to take Possession of Apartment**

**9.3.1.** Upon receiving a written intimation from the Promoter as per para 9.2, the Allottee 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. In case the Allottee fails to take possession within the time provided in para 9.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 9.2.

## **9.4. Possession by the Allottee**

**9.4.1.** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

**9.4.2.** Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

#### **9.5. Cancellation by Allottee**

**9.5.1.** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

**9.5.2.** 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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

#### **9.6. Compensation**

**9.6.1.** The Promoter shall compensate the Allottee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

**9.6.2.** 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 9 .1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the 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 Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

**9.6.3.** 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 Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

## **10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- 10.1.** The Promoter hereby represents and warrants to the Allottee as follows:
- 10.1.1.** 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;
  - 10.1.2.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
  - 10.1.3.** There are no encumbrances upon the said Land or the Project save and except the charge created in favour of the financial institution :
  - 10.1.4.** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
  - 10.1.5.** 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;
  - 10.1.6.** 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 created herein, may prejudicially be affected;
  - 10.1.7.** 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 under this Agreement;
  - 10.1.8.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- 10.1.9.** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- 10.1.10.** 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;
- 10.1.11.** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. amenities and. facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- 10.1.12.** 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.

## **11. EVENTS OF DEFAULTS AND CONSEQUENCES**

- 11.1.** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 11.1.1.** Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 9.1.1 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 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 and completion certificate, as the case may be, has been issued by the competent authority;

- 11.1.2.** Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 11.2.** In ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- 11.2.1.** Stop making further payments to 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
- 11.2.2.** The Allottee 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;
- 11.2.3.** 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 Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.
- 11.3.** The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- 11.3.1.** In case the Allottee 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 shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- 11.3.2.** 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 Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

- 11.3.3.** Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

## **12. CONVEYANCE OF THE SAID APARTMENT**

- 12.1.** The Promoter, on receipt of Total Price of the Apartment as per para 3.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and /or the completion certificate, as the case may be, to the allottee:
- 12.2.** Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his /her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **13. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT**

- 13.1.** 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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

## **14. DEFECT LIABILITY**

- 14.1.** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

**15.1.** The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas. garages/covered parking and 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 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.

## **16. USAGE**

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

## **17.**

### **MISCELLANEOUS**

**17.1.** It is understood that the Allottee has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottee. It is further understood that the Allottee has / have fully satisfied himself/herself/itself about the right, and /or interest of **DEVELOPER** in the said plot on which construction of the Premise will be /are being constructed.

**17.2.** It is understood that the Allottee has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.

- 17.3.** All the terms and conditions of the Application form shall mutasis mutandis apply to this Agreement. In case of variation and/or conflict between the conditions of the application form and this Agreement, the terms of this Agreement shall prevail.
- 17.4.** The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee.
- 17.5.** The Allottee shall make timely and regular payments of maintenance and other utility charges.
- 17.6.** The name of the Project is and shall be "ASTER SHREE GARDENS". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the DEVELOPER.
- 17.7.** The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon, shall be provided by the Developer as per its scheme. The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever.
- 17.8.** The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Allottees. In case of Joint Applicant(s) / Allottee, any document signed / accepted / acknowledged by any one of the Allottee shall be binding upon the other Allottee.
- 17.9.** The Applicants shall at all-time mention the Allotment number and/ or Unit number and/or customer Identification number in all the correspondences.
- 17.10.** The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Developer / Maintenance Organization from time to time.
- 17.11.** It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottee before execution of the of the Deed of Conveyance of the said Apartment, the Allottee shall be liable to pay to the Promoter/ developer necessary nomination fees.

- 17.12.** After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal Authority.
- 17.13.** The Allottees has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).
- 17.14.** Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.
- 17.15.** No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **DEVELOPER** if the Allottee desires (with prior written approval/consent of **DEVELOPER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the **DEVELOPER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).
- 17.16.** The Allottee must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.

## **18. COMPLIANCE WITH RESPECT TO THE APARTMENT**

- 18.1.** Subject to para 14 above, the Allottee 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 tenable 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.
- 18.2.** 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 facade of the Building or anywhere on the exterior of the Project, buildings

therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee 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 shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

## **19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES**

- 19.1.** The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

## **20. ADDITIONAL CONSTRUCTION**

- 20.1.** 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 authority(ies) and disclosed, except for as provided in the Act.

## **21. PROMOTER SHALL NOT CREATE MORTGAGE OR CREATE CHARGE**

- 21.1.** 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 has taken or agreed to take such Apartment/Plot/Building.

## **22. APARTMENT OWNERSHIP ACT**

**22.1.** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership (Amendment) Act 2015, if applicable. The Promoter showing compliance of various laws/ regulations as applicable in this project.

### **23. BINDING EFFECT**

**23.1.** 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 Sub-Registrar/ Registrar of Assurances Kolkata (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) 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 Sub-Registrar/ registrar of Assurances Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying that 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.

### **24. ENTIRE AGREEMENT**

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

### **25. RIGHT TO AMEND**

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

### **26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE**

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

## **27. WAIVER NOT A LIMITATION TO ENFORCE**

**27.1.** 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 [**Schedule C** ] 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.

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

## **28. SEVERABILITY**

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

## **29. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

**29.1.** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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.

**30. FURTHER ASSURANCES**

**30.1.** 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.

**31. PLACE OF EXECUTION**

**31.1.** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the 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 at the office of the Registrar of Assurance (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

**32. NOTICES**

**32.1.** Notices, demand or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served(if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgment due) two days after posting and proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Address of the Owner/ Developer:

Kind Attention : Mr. ....

..

.....

Address of the Allottee:

.....

.....

**32.2.** It shall be the 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.

**33. JOINT ALLOTTEES**

**33.1.** 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.

**34. SAVINGS**

**34.1.** Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

**35. GOVERNING LAW**

**35.1.** 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.

**36. DISPUTE RESOLUTION**

**a.** All disputes or differences relating to or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.



- b. However disputes which cannot be settled amicably shall be finally decided and resolved by Arbitration and Conciliation Act 1996 and any subsequent amendment(s) thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Developer. The Purchases herein given its unequivocal consent for the same and agrees not to challenge the jurisdiction of the Arbitrator so appointed and undertakes to abide the decision passed by the Arbitrator.
- c. The award passed by the Arbitrator shall be final and binding upon the Parties.
- d. The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- e. The seat of Arbitration shall be Kolkata.

**SCHEDULE A (i) -**

**THE SAID LAND**

ALL THAT piece and parcel of land admeasuring about an area of 81 Cottahs 4 Chittacks 18 sq. ft. (more or less) to 5436.455 square meters situate lying and comprised in L. R. Dag nos. 74(P), 75(P), 76, 77(P), 78(P), 81(P), 82 and 83(P), recorded in L. R. Khatian Nos. 27815, 27816, 27817, 27769, 27770, 27771, 27772, 27773, 27796, 27797, 28264, 27985, 28265, and 27979, in Mouza – Serampore, J. L. No. 13, Police Station Serampore, Additional District Sub-Registrar Serampore, under Serampore Municipality, Ward No. 21, being Municipal Holding No. 78/79/A, G. T. Road (WEST), Serampore, Dist – Hooghly together with the messuages, tenements, hereditaments, premises and others thereof being butted and bounded in the following manner:

ON THE SOUTH :  
 ON THE EAST :  
 ON THE WEST :  
 ON THE NORTH :

**SCHEDULE –A (ii)**

**Description of Apartment**

ALL THAT the Apartment having carpet area of ..... sq. ft on ..... Floor consisting of bedrooms and baths, living room, dining room, kitchen, in the Building commonly known as “**Aster Shree Gardens**” together with the right to use ..... of ..... Car Park and undivided proportionate share, right, title and interest in the **Schedule-A (i)** land.

**SCHEDULE-C**

**Floor Plan**

**SCHEDULE C – Payment Plan**

**PAYMENT SCHEDULE AND CONSIDERATION**

<b>On Booking</b>	
<b>On or before</b>	
<b>On or before</b>	
<b>On or before</b>	
<b>On or before</b>	
<b>Legal Charges with applicable taxes</b>	
<b>Total</b>	

## **SCHEDULE D – Fixtures & Fittings**

### **SPECIFICATIONS**

1. Structure : R.C.C. Frame with brick built structure.
2. Internal Walls: Smooth impervious Plaster-of-Paris.
3. Doors : Entrance door will be teak finished flushed door while internal doors will be painted flushed door.
4. Windows : Sliding aluminum windows, glass shutters.
5. Hardware : Good quality standard steel fittings & locks of reputed make.
6. Flooring : Vitrified tiles in bedrooms, living/dining and common areas.
7. Kitchen : Counter table with granite top and stainless steel sink.
8. Ceramic tiles dado of 2 feet above the counter.
9. Walls will be finished up to 2 feet 6 inches high with ceramic tiles. Anti-skid ceramic tiles on floor.
10. Toilet : Anti-skid ceramic tiles on floor. Ceramic tiles up to door height.

11. Sanitary Ware: Reputed make sanitary fittings. Hot and cold water provision in all bathrooms.
12. Electrical: Concealed copper wiring of ISI brand, MCB and switches of reputed brand. A.C. point in master bedroom. Cable TV Wiring.
13. Painting & Finishing : Outside face of external walls – High quality Texture Paint.
14. Internal face of the walls – Good quality plaster of paris.
15. Window, gates and grills will be painted with two coats of enamel paints over two coats of primer.
16. Lift ; Reputed Make Automatic Lifts

**SCHEDULE E-  
Amenities**

1. Lift.
2. 24 hrs Water Supply.
3. Fire Fighting Arrangements.
4. Staircase.

***PART-II***

**B. COMMON PARTS and PORTIONS in the COMPLEX.**

1. Entrance lobby in the ground floor of each block.
2. AC Community Hall.
3. Landscape Area.
4. Indoor Games Room.
5. De ionisation Plant.
6. Intercom.
7. 24 hrs security.
8. Access to the top roof of the building in common with the owners of other units of the building.
9. Generator back up for common services and generator back-up for each flat (1000 watts).
10. Entrance and exit gates of the Complex.
11. Paths passages and driveways in the premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars, two wheelers or other vehicles or earmarked by the Developer for use of holder of any unit.
12. Staircases of the building alongwith their full and half landings with staircover on the ultimate roof.
13. Lifts for each block alongwith lift shafts and the lobby in front of them and Lift machine room.
14. Underground water reservoir, water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different flats. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the public drain.
15. Water from available resources

16. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and pump and space for separate electric meter/s in the ground floor of the building.
17. Boundary walls.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

**SIGNED** and **DELIVERED** by the

**LANDOWNER** at Kolkata

in the presence of :

1

2

**SIGNED** and **DELIVERED** by the

**PROMOTER/ DEVELOPER** at Kolkata

in the presence of :

1

2

**SIGNED** and **DELIVERED** by the

**ALLOTTEE**, at Kolkata

in the presence of :

1

2