

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this [●] day of [●],
20____,

BY AND BETWEEN

SHRI RAKESH JAISWAL, having **PAN-ACXPJ2005P** and **Aadhaar No 641914887147** and **Mobile No- 9830060208**, son of Basdeo Ram Shaw (Jaiswal) by nationality - Indian, by faith - Hinduism, by occupation - Business, aged about 59 years,**2. SHRIMATI SWETA JAISWAL**, having **PAN-ACQPJ1911R** and **Aadhaar No- 532227947927** and **Mobile No-8910006513**, wife of Shri Rakesh Jaiswal, by nationality - Indian, by faith - Hinduism, by occupation - Housewife, aged about 56 years **3. SHRIMATI PUNAM JAISWAL**, having **PAN-ACLPJ9783A** and **Aadhaar No- 340268939912** and **Mobile No-9339376800**, wife of Shri Ramesh Jaiswal, by nationality - Indian, by faith - Hinduism, by occupation - Housewife, aged about 46 years; all previously residing at 2, Dhiren Dhar Sarani, Police Station-Muchipara, Post Office- Entally, Kolkata-700012, presently residing at 27, Sankaritala Street, Police Station- Muchipara, Post Office- Entally, Kolkata-700014 all represented by their Constituted Attorney, **Mr. Mohammed Ali Azhar**, having **PAN-ADEPA0077C & AADHAAR NO- 554499617338 & MOBILE NO-9831407826**, son of Late Mohammed Ali Anwar, by nationality- Indian, by faith- Islam, by occupation- Business, residing at 17, Elliott Road, Police Station-Park Street, Kolkata-700 016, being one of the Directors of **M/s Concrete Greens Infrastructure Private Limited (PAN-AAFCC6158D)**, a Private Limited Company formed under The Companies Act of 1956, having its registered office at 17A, Shamsul Huda Road, Police Station- Karaya, Post Office- Circus Avenue, Kolkata-700 017, (**vide Development Power of Attorney registered with the office of ADSR, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1605-2017, Pages from 149551 to 149569, Being No. 16050-5521 for the year 2017**) hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to jointly and severally mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/s CONCRETE GREENS INFRASTRUCTURE PRIVATE LIMITED, (CIN U74900WB2013PTC196695) & [PAN AAFCC6158D], a company incorporated under the Companies Act, 2013, having its registered office at 17A, Shamsul Huda Road, Police Station- Karaya, Post Office- Circus Avenue under Kolkata Municipal Corporation Ward No – 64, Kolkata-700017, represented by its authorized signatory MOHAMMAD ALI AZHAR, son of Mr. Mohammed Ali Anwar, **[Aadhar No. 554499617338, PAN ADEPA0077C, DIN 00429695]**, residing at 17, Elliott Road, Police Station & Post Office - Park Street, Kolkata-700016, authorized by virtue of Board Resolution dated 4th January, 2021 hereinafter referred to as the **“PROMOTER”**, (which term or expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

Mr./Ms. _____ [Aadhar No. _____], son/daughter of _____, aged about _____, residing at _____, [PAN _____] hereinafter called the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

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

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 (West Bengal Act XLI of 2017);
- b) **“Appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- e) **“Section”** means a section of the Act.
- f) **“Premises”** shall mean **ALL THAT** piece and parcel of ‘Bastu’ land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana-Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdrani, within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Kolkata-700 096;
- g) **“Sanction Plan”** shall mean the plan sanctioned for construction of a G+IV storied residential building at the said Premises by Kolkata Municipal Corporation vide Building Permit No.-2020110273 dated 31.12.20;

WHEREAS:

- A. That (1) Rakesh Jaiswal, son of Basdeo Ram Shaw (Jaiswal), by faith – Hindu, by occupation – Business, (2) Smt. Sweta Jaiswal, wife of Sri Rakesh Jaiswal by faith – Hindu, by occupation – House wife and (3) Smt. Punam Jaiswal, wife of Ramesh Jaiswal, by faith – Hindu, by

occupation – Housewife, all previously residing at 2, Dhiren Dhar Sarani, Police Station- Muchipara, Post Office- Entally, Kolkata-700012, presently residing at 27, Sankaritala Street, Police Station- Muchipara, Post Office- Entally, Kolkata-700014 (hereinafter referred to as the “Owners”) are the absolute and lawful owners of a plot of land, morefully and particularly described in **Part -I of SCHEDULE “A”** hereto, totally admeasuring 401 sq. mtrs. (or 6 Cottahs) more or less being Lot No. 2, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, situated in Dag no. 626, Khatian No. 193, under Mouza – Brahmapur, J.L. No. – 48, Police Station previously – Regent Park presently Bansdroni, in the District of South 24-Parganas, free from all encumbrances (hereinafter referred to as the “Said Land”) by virtue of an Indenture dated 20.10.2000 registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-Parganas, recorded in Book No. – I, Volume No. 148, Pages from 145 to 160, having Deed No. I-160504007 for the year 2000 through Devolution of Title of the Said Land morefully and particularly described in **Part -II of SCHEDULE “A”** hereto (Devolution of Title). The Owners and the Promoter have entered into a joint ‘Development Agreement’ dated 29.08.2017 registered with the office of ADSR, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1605-2017 Pages from 149216 to 149257, Being No. 160505520 for the year 2017 and further, in order to clearly define and determine the respective allocations of the Owner & the Developer, the First Party & Second Party therein subsequently entered into a ‘Supplementary Development Agreement’ to specify and define their respective allocations vide ‘Supplementary Development Agreement’ dated _____, registered with the office of _____, recorded in Book No..... Volume No..... Pages from..... to Being No..... for the year 2021.

- B. The Said Land is earmarked for the purpose of building a residential project comprising of multistoried residential apartment building, car

parking spaces, other spaces and various common areas and facilities to be constructed thereat and the said project shall be known as **“ELANZA GREENS”** (hereinafter referred to as the “Said Project”).

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities **have been completed** with respect to the right, title and interest of the Promoter regarding the Said Land on which the Said Project is to be constructed;
- D. The Promoter has duly intimated to the Kolkata Municipal Corporation vide Commencement Letter dated _____, about the commencement of construction of Said Project on the Said Land as per sanction plans and approvals;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications approvals for the Project and also for the apartment from the Kolkata Municipal Corporation, vide Building Permit No.-2020110273 dated 31.12.20 for construction of a G+IV storied residential building at the Said Land. 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;
- F. The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no._____.
- G. The Allottee had applied for an apartment in the Project *vide Application No.* _____ dated _____ and has been provisionally allotted Apartment No._____ having carpet area of _____ square feet, on the ___ floor in [tower/block/building] no. _____ along with balcony

measuring square feet carpet area more or less, along with covered parking no. _____ admeasuring _____ square feet in the _____[Location of the garage/covered parking], as permissible under the applicable law and of pro rate 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 “B”** and the floor plan of the apartment is annexed hereto and marked as **SCHEDULE “F”**);

- 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. Pursuant to such provisional allotment the Parties herein are desirous to enter into this Agreement to record the terms and conditions governing such allotment of the said apartment. It is hereby agreed that the application form dated [•] shall be deemed to be a part of this Agreement;
- 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. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in the Project shall have complete and unhindered access to the Common Areas of the

Project and shall be entitled to enjoy all the amenities and facilities to be used in common by the occupants of the Project in due course, details of which are given in **SCHEDULE “D”** hereunder written (**“COMMON AMENITIES AND FACILITIES”**).

M. 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 covered garage/ parking as specified in **Para G**.

N. The Allottees of the apartments in the Project shall enjoy in common with other Allottees, the common areas and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

O. Interpretation:

- i. Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- ii. Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provision of this Agreement.
- iii. Definitions:** Words and phrases have been defined in this Agreement by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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 and the Allottee hereby agrees to purchase, the Apartment as specified in **Para G.**

1.2. The Total Price for the Apartment based on the Carpet Area payable by the Allottee including taxes and extra development charges is Rs. [●]/- (Rupees [●] only) (**“Total Price”**):

Block/ Building / Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet (Provide breakup of the amounts, such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes), GST, etc.
Total price (in Rupees)	

AND [if applicable]

Garage/ Covered parking – 1	Price for 1
Garage/ Covered parking – 2	Price for 2
Total price (in Rupees)	

The following charges shall be paid at actuals, if applicable:

- i. Extra Development Charges to be payable on Possession along with applicable taxes;
- ii. Cost of Electricity meter for individual use on Actuals;
- iii. Stamp Duty, Registration fees in this regard for registration of the Agreement for Sale and the Deed of Conveyance;
- iv. Adjustable deposits for maintenance and Corporation tax to be payable by the Allottee on Possession as per clause [●];
- v. Government taxes and duties if and as applicable.

The following charges shall be payable over and above the agreed consideration value of the Apartment, if applicable:

- i. That if the Allottee wants to do some extra work in the flat, then they shall have to take express permission from the Developer and that amount will be payable to the Developer by the Purchasers separately (apart from the consideration for the flat), for Electric Meter installation, any painting job in the interior walls of the flat, if any and that amount shall also be payable to the Developer before taking handover of the **SCHEDULE "B"**;
- ii. Besides the consideration money for the Schedule-B property, the Allottee shall also be liable to pay any increase and decrease in the rate of 'Goods and Service Tax' and the same shall need to be notified by the Promoter in advance to the Allottee along with relevant 'Notifications' and 'Circulars' in this respect and the Allottee shall be liable to pay the same;
- iii. That the Allottee shall also be liable to pay an additional sum of Rs.50,000/- (Rupees Fifty Thousand only) over and above the consideration agreed herein, towards obtaining transformer from

the WBSEDCL authorities and shall also be liable to pay the security deposit and service charges, on actual, for obtaining electric meters in their individual names;

- iv. The Allottee shall also be liable to pay three months maintenance charges to the Promoter at the time of taking possession or registration whichever is earlier;

EXPLANATION:

- I. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- II. The Total Price above of **Rs. _____/- (Rupees _____ only)** includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Taxes (GST) 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 Apartment to the Allottee or registration of the apartment to the Allottee (whichever occurs first) and the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate or;

Provided that in case there is any change/modification in the Goods and Services Taxes (GST) or other taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of

registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- III. 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;
 - IV. The Total 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, if any, 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 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.

- 1.4. The Allottee(s) shall make the payment of the Total Price, Extras and other Charges and GST as per the payment plan set out in **SCHEDULE "C" ("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 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" (Common Amenities and Facilities)** and **Schedule "E" (Specifications)** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment, 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.

- 1.7. 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* (or any other certificate by whatever name called issued by the competent authority) is

granted by the competent authority, by furnishing details of the changes, if any, in the carpet area;

- 1.8. Subject to **Para 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- i. The Allottee shall have exclusive ownership of the Apartment;
 - ii. 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. of the Project, 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;
 - 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, 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, if any, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - iv. The Allottee 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, however with prior intimation and permission from the Promoter and complying with all safety measures while visiting the site.

- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Garage/ Covered Parking Space 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project;
- 1.10. 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, 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 thereof by such authority or person;
- 1.11. The Allottee 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 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.

2. MODE OF PAYMENT

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 in **SCHEDULE "C"** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of M/s CONCRETE GREENS INFRASTRUCTURE PRIVATE LIMITED payable at Kolkata.

In the event of delay and/or default on the part of the Allottee(s) in making payment of any GST, TDS or any other tax, levies, cess etc. then without prejudice to any other rights or remedies available to the Promoter under this agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee(s), the said unpaid tax levy, cess etc. along with interest, penalty etc, payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2. The Promoter accepts no responsibility in regard to matters specified in **Para 3.1** 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.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to 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.

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 and the Common Areas to the Association of the Allotees, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

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 the Agreement] as mentioned in the Schedules appended herein 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 Kolkata Municipal Corporation & the Building Rules of 1990 with modifications/ amendments thereof 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.

Provided that nothing herein contained shall derogate or prejudice or effect the Promoter rights and entitlements with regard to the matter

connected to the plan. In the event of any change in the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendation of the Architect, shall be entitled to effect such changes in the materials and specifications provided by the Promoter; however the Promoter shall ensure that the cost and the quality of the substituted materials or specifications is equivalent to the quality and cost of materials and specifications as set out in schedule of this agreement.

7. POSSESSION OF THE APARTMENT

7.1. **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the 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 within a period of 30 months from the date of commencement of construction works of the said project [**•date**], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to 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, 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 for 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.

- 7.2. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or such certificate by whatever name called, from the competent authority shall offer in writing to the Allottee to take the possession of the Apartment (“Notice of Possession”), in terms of this Agreement by sending the Notice of such Offer by speed post/ email calling upon the Allottee to take possession of the Apartment within a maximum period of 15 days from the date of issue of occupancy certificate/ receipt of the said Notice of Possession.

Provided that, in the absence of local law, the Conveyance Deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges and other charges (if any) as determined by the Promoter/Association of allottees, as the case may be after the issuance of the completion certificate (or such other certificate by whatever name called issued by the competent authority) for the Project. The Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3. **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per **Para**

7.2, 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** 7.2 and in the Notice of Possession such Allottee shall be liable to pay maintenance charges and other charges (if any) as specified in **Para** 7.3 from such date as notified in the Notice of Possession (Deemed Possession).

- 7.4. **Possession by the Allottee** – After obtaining the occupancy certificate or such certificate by whatever name called, issued by the competent authority 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 Allottees or the competent authority, as the case may be, as per the local laws, i.e. the West Bengal Apartment Ownership Act, 1972 as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the Association of Allottees formed in the manner provided in the said Act.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas of the Project to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate or after the formation and registration of the Association of Allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount amounting to 20 % of the Total price with applicable taxes for the allotment of the apartment paid by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re -allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated. The balance amount of money (if any) paid by the Allottee excluding the booking amount shall be returned by the Promoter to the Allottee only from the proceeds from the sale of said Apartment to another Allottee after deduction of taxes like Goods & Service Tax and any other applicable tax collected and paid by the Promoter to the competent authority on the sale proceeds received in respect of the said Apartment.

Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the 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 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;

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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Owners have absolute, clear and marketable title with respect to the said Land and the Promoter has the requisite rights to carry out development upon the said Land and the owners have the absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary

searches and is (are) fully satisfied about the plan and the title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.

- 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 and/or the Project.
- iv. There are no litigations pending before any Court of Law or Authority 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 Said Land, Project and Apartments 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 Said Land, Project, Building, Apartment and Common Areas;
- vi. The Promoter/ Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter/ Owners have 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, except for the 'Development Agreement' dated 29.08.2017 between the Promoter and the Owners for the said Project registered with the office of ADSR, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1605-2017 Pages from 149216 to 149257, Being No. 160505520 for the year 2017 and the 'Supplementary Development Agreement' dated _____, registered with the

office of, recorded in Book No..... Volume No..... Pages from..... to Being No..... for the year 2021;

- viii. The Owners/ Promoter confirm that the Owners/ Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution, of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, at the completion of entire project ;
- x. The Said Apartment 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 Said Apartment;
- xi. The Promoter/ Owners have 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 of the Project has been issued and possession of apartment 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.
- 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 Land) 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 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 and completion certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above,

PROVIDED the Allottee(s) complies with his obligation under this Agreement, Allottee is entitled to the following:

- i. 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 provided that this clause shall not be applicable if the payment by the Allottee(s) is not construction linked; or

- ii. 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. 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 agreed 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.

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

- i. In case the Allottee fails to make payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee;
- ii. Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3.i above, in case of default by the Allottee under Clause 9.3.i above continues for a period beyond

two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Allottee about its decision to cancel the allotment.

- iii. On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3.ii above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- iv. For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non -receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Apartment as per **Para 1.2** under the Agreement from the Allottee shall execute a conveyance deed [through the Lawyer of the Promoter as mutually agreed between the parties hereto in accordance with the draft copy of the Deed of Conveyance approved under '**WBHIRA**'] 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 the completion certificate, as the case may be, to the Allottee. 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, registration charges and all other dues to the Promoter is made by the Allottee.

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 Allottees upon issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the Association of Allottees, as the case may be.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter 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 60 (sixty) 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 applicable laws for the time being in force.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/ Association of Allottees shall have rights of unrestricted access of all Common Areas 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

14. USAGE - Use of Basement and Service Areas:

- 14.1. The ground floor and service areas, if any, as located within the Project "ELANZA GREENS", 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the ground floor 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.

- 14.2. That the Allottee shall have the right to use of common areas and facilities strictly to the extent as described in the **Schedule ‘__’** herein and shall have no claim on any enjoyable covered area not specified in **Schedule ‘__’** and the Promoter shall be at liberty to deal with the same in any manner whatsoever which it may deem fit & proper without any objection and/ or claim from the Allottee herein.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to **Para** 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good state of 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 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.

15.3. 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.

15.4. That after purchase if any Association/ Society is formed by the co-owners of the said building, the Allottee shall be a member of the said Association/ Society and the Allottee shall sign and execute all documents for the purpose of formation of any such Association or Society as may be necessary.

15.5. That the Allottee shall not be allowed to use the Roof for any purpose being detrimental to the interests of the other co-owners.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the 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 may be permitted in accordance with the applicable laws.

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 and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter shall comply and adhere to the various laws/regulations as applicable in West Bengal.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/Registrars if 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 for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking

amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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, 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/ SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [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.

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

25. **OWNERS' CONFIRMATION :**

The Owners have been made parties to these presents to confirm the Allottee(s) that the owners shall join to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the Said Unit in favour of the Allottee(s) and the common areas to the Association of Allottee(s) without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land comprised in the said premises which shall be in favour of the Allottee(s) individually or jointly as may be applicable.

26. **SEVERABILITY:**

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

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

29. 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, in 30 days 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 District Sub-Registrar at Alipore or Registrar of Assurances at Kolkata or any other Registering Authority having jurisdiction over the SCHEDULE – A premises. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

Name of Allottee	
Address of Allottee	
Contact No. of Allottee	
Email ID of the Allottee	

Name of the Promoter	CONCRETE GREENS INFRASTRUCTURE PRIVATE LIMITED
Address of the Promoter	17A, Shamsul Huda Road, , Kolkata-700017
Contact No. of the Promoter	
Email ID of the Promoter	

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.

31. JOINT ALLOTTEES:

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

32. SAVINGS

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.

33. **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 applicable laws of India for the time being in force.

34. **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 or through the adjudicating officer appointed under the Act.

SCHEDULE 'A' PROPERTY

PART-I

(L A N D)

ALL THAT piece and parcel of 'Bastu' land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni, within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Kolkata-700 096, which is butted and bounded as follows:

ON THE NORTH	: By Part of R.S. Dag No-625/1238
ON THE SOUTH	: By 10'-0" wide private passage
ON THE EAST	: By Part of R.S. Dag No-631, 635
ON THE WEST	: By 15'-0" wide K.M.C. Black top road

SCHEDULE 'A' PROPERTY

PART-II

(DEVOLUTION OF TITLE)

1. That (1) Torfan Mondal, son of Late Rahaman Mondal, Revisional Settlement (RS) recorded owner and (2) Jiyad Ali Mondal, (3) Sakur Ali Mondal, (4) Monajat Ali Mondal, (5) Amiran Bibi, (6) Jaynab Bibi and (7) Saharan Bewa, all of them being legal heirs and successors of Late Erfan Mondal, the Revisional Settlement (RS) recorded owner, were the lawful Owners of a plot of 'Danga' land measuring 6 Cottahs more or less excluding the area of private passage and road, lying and situate at Mouza – Brahmapur , J.L. No. 48, Pargana – Magura, Touzi No. 60, R.S. No. 169, comprised in R.S. Dag No. 626, appertaining to R.S.

Khatian No. 193, under Police Station – formerly Tollygunge, thereafter Regent Park at the time, at present within limits of the Calcutta Municipal Corporation Ward No. 111, in the District of 24-Parganas South.

2. That one Anath Bandhu Halder, since deceased, had purchased the said plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road, lying and situate at Mouza – Brahmapur , J.L. No. 48, Pargana – Magura, Touzi No. 60, R.S. No. 169, comprised in R.S. Dag No. 626, appertaining to R.S. Khatian No. 193, under Police Station – formerly Tollygunge, thereafter Regent Park at the time, at present within limits of the Calcutta Municipal Corporation Ward No. 111, in the District of 24-Parganas South (hereinafter referred to as the “said plot of land”) from the Revisional Settlement recorded Owners as named above in the foregoing paragraph by virtue of a registered Bengali Deed, which was registered in the office of Sub-Registrar at Alipore and recorded in Book No. – I, Volume No. – 96, Pages from 135 to 142, Deed No. 4233 for the year 1973 and thus the said Anath Bandhu Halder became fully seized and possessed of or otherwise well and sufficiently entitled to the said plot of land.
3. That, while in lawful possession of the said plot of land, the said Anath Bandhu Halder died intestate on 08.08.1977 leaving behind his surviving wife, Smt. Kanika Halder, four sons, namely, (1) Prabir Ch. Halder, (2) Pranab Ch. Halder, (3) Pratul Ch. Halder, (4) Pradyut Ch. Halder and two daughters, namely, (1) Sadhana Halder and (2) Aparna Ghosh, as his legal heirs and successors to inherit the said plot of land. That while in joint possession of the said plot of land, the said wife of Anath Bandhu Halder died on 29.11.1991, the elder son of Anath Bandhu Halder, Prabir Ch. Halder (being Bachelor) died on 11.11.1996 and the elder daughter of Anath Bandhu Halder, Sadhana Halder (being unmarried) died on 25.03.1988, all leaving behind (1) Pranab Ch. Halder, (2) Pratul Ch. Halder, (3) Pradyut Ch. Halder and (4) Aparna

Ghosh as their only legal heirs and successors to inherit their respective shares in the said plot of land.

4. That, the then Owners (1) Pranab Ch. Halder, (2) Pratul Ch. Halder, (3) Pradyut Ch. Halder and (4) Smt. Aparna Ghosh jointly sold, transferred and conveyed the said plot of land measuring 6 Cottahs more or less (excluding the area of private passage and road) with other lands in Dag No. 626, Khatian No. 193, Mouza – Brahmapur, J.L. No. 48, P.S. – Regent Park, unto and in favour of (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali by virtue of a Registered Deed of Sale dated 19.08.1999, which was duly registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-Parganas, recorded in Book No. – I, Volume No. 99, Pages from 293 to 310, having Deed No. 2658 for the year 1999. That by way of the aforesaid registered Deed of Sale dated 19.08.1999, the aforesaid three Owners, being, (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali, each having 1/3rd (one-third) share, were in peaceful and uninterrupted possession thereof having unfettered right, title and interest thereto and free from all encumbrances. That one Lalima Mukherjee had joint easement right over the private passage on the northern side of her plot with the aforementioned three Owners and subsequently by a Declaration dated 03.10.2000, the said Lalima Mukherjee vested all her easement rights over the passage on the basis of the negotiation between a local club, namely, Nabin Sangha, Smt. Lalima Mukherjee and the aforesaid three Owners on 23.08.2000.
5. That thereafter, the then joint Owners being, (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali, declared for absolute sale of the said plot of land measuring 6 Cottahs more or less being Lot No. 2, together with exclusive right to use the private passage adjacent to the

said plot of land, excluding the road, situated in Dag no. 626, Khatian No. 193, under Mouza – Brahmapur, J.L. No. – 48, P.S. – Regent Park, in the District of South 24-Parganas, free from all encumbrances at a fixed price or consideration of Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand) only. That the present Owners being (1) Rakesh Jaiswal, son of Basdeo Ram Shaw (Jaiswal), by faith – Hindu, by occupation – Business, (2) Smt. Sweta Jaiswal, wife of Sri Rakesh Jaiswal by faith – Hindu, by occupation – House wife and (3) Smt. Punam Jaiswal, wife of Ramesh Jaiswal, by faith – Hindu, by occupation – Housewife, all residing at 2, Dhiren Dhar Sarani, Muchipara, Kolkata – 700012, agreed to the said consideration value of Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand) only and purchased the said plot of land measuring 6 Cottahs more or less being Lot No. 2, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, situated in Dag no. 626, Khatian No. 193, under Mouza – Brahmapur, J.L. No. – 48, P.S. – Regent Park, in the District of South 24-Parganas, free from all encumbrances by virtue of an Indenture dated 20.10.2000 registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-Parganas, recorded in Book No. – I, Volume No. 148, Pages from 145 to 160, having Deed No. I-160504007 for the year 2000.

6. That, thereafter the said present Owners mutated their names with the Kolkata Municipal Corporation for the said plot of land having KMC premises no. 591, Rabindra Pally, Kolkata - 700 096 and the said three joint Owners are recorded as Owners of the vacant land at KMC premises no. 591, Rabindra Pally, Kolkata - 700 096 corresponding to Assessee No. 311111805913.
7. That, at present the aforesaid three persons namely, (1) Rakesh Jaiswal, (2) Sweta Jaiswal and (3) Punam Jaiswal are fully seized and possessed of or otherwise well and sufficiently entitled to the said plot

of land together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road.

SCHEDULE 'B' PROPERTY
(FLAT AND CAR PARKING SPACE)

ALL THAT one self contained flat measuring more or less **square feet** carpet area and balcony measuring more or lesscarpet area, being **Flat No-....**, situated on the**floor (.....side)**, **comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets and one balcony** along with right to park one medium size four-wheeler car on the ground floor at the said building together with the proportionate share of land and with all easement and appurtenances thereto being **K.M.C. Premises No. 591, Rabindra Pally, Police Station – Bansdroni, Post Office- Brahmapur, under the Kolkata Municipal Corporation, Ward No. 111, Kolkata-700096**, which is butted and bounded as follows :

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

SCHEDULE 'C'
(PAYMENT PLAN)

% OF THE CONSIDERATION	DESCRIPTION OF WORK TO BE COMPLETED
1%	AT THE TIME OF MAKING APPLICATION
5%	AT THE TIME OF ALLOTMENT OF UNIT
10%	AT THE TIME OF SIGNING OF THE

	AGREEMENT (INCLUSIVE OF THE AMOUNT PAID DURING APPLICATION & ALLOTMENT)
10%	AFTER COMPLETION OF FOUNDATION WORKS
10%	AFTER COMPLETION OF GROUND FLOOR CASTING
10%	AFTER COMPLETION OF FIRST FLOOR CASTING
10%	AFTER COMPLETION OF SECOND FLOOR CASTING
10%	AFTER COMPLETION OF THIRD FLOOR CASTING
10%	AFTER COMPLETION OF FOURTH FLOOR CASTING
10%	AFTER COMPLETION OF BRICK WORK OF THE SAID UNIT
10%	AFTER COMPLETION OF FLOORING WORKS OF THE SAID UNIT
10%	AT THE TIME OF POSSESSION/REGISTRATION

The “**Scheduled Date**” for taking possession and/or registration of the Schedule- “B” property is **30TH September, 2022 (with further Grace Period of 3 months)**, failing which this agreement shall be deemed to have been cancelled without any further reference and the Developer shall be at liberty to sell the Schedule-“B” property to any other intending Purchasers and subsequently refund the consideration money paid till such date to the Second Party herein without any interest whatsoever and howsoever subject to deduction of ‘Goods and Service Tax’ paid in respect of the said unit described herein above in Schedule-B.

SCHEDULE “D”
(COMMON AMENITIES AND FACILITIES)

COMMON AREAS:-

1. Stair Case and lift shaft on all the floors .
2. Stair Case landings and lift landings on all floors including ground floor.
3. Water Pump, Under Ground Water Tank & Overhead Tank, Water Pipes and other plumbing installations.
4. Electrical wiring, meters and other electrical installations and fittings (excluding those as are installed for any particular unit)
5. Drainage and Sewerage lines, pits, chlorine tank.
6. Submersible pump.
7. Boundary walls and main gates
8. Ultimate roof of the building, Parapet walls, stair-head room.
9. Mandatory open spaces on the four sides of the building.
10. Footpath, surroundings open space and entrance gate.
11. Lift.
12. Lift Machine Room
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces, in or about the said premises as are necessary for passage to or upon and occupancy of the said premises in common with the other co-owners as may be specified expressly to be common parts.

COMMON EXPENSES:-

1. The common expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement, water and electricity supply system to all common areas of the building
2. The common expenses of repairing, maintaining, white washing and color washing the main structure and outer walls and common areas of the building.

3. The proportionate costs of maintaining, cleaning and lighting the entrance of the building lobby, staircase and other common areas and proportionate electricity charges for operating pump, lift and other common electrical installations and fixtures.
4. Municipal taxes, water taxes, and outgoings whatsoever as may be applicable and / or payable on account of the said premises from the date of Registration proportionately.
5. The common expense towards repairs, renewals and replacements of all fixtures & fittings installed at the said premises for common use.
6. Such other expenses, as may be necessary for or incidental to the maintenance and upkeep of the premises and the common areas and amenities provided by the Developer in the proposed building.

SCHEDULE 'E'
SPECIFICATIONS

STRUCTURE:

- R.C.C. Super-Structure as per approved plan of the K.M.C using approved materials and standard workmanship.

BRICK WORK:

- External walls- 8"/5" thick. Internal walls- 3"/5" thick with both sides plaster in accordance to the sanctioned plan.

FLOORING:

- All rooms, dining area, balconies finished with 2'-0"X2'-0" vitrified tiles flooring.
- Bathrooms / toilet, kitchens finished with anti-skid tiles flooring.

DOORS:-

- All doors frames are of 4" x 2 ½" section salwood. All door shutters are hot-press flush type doors with enamel paint finish on both sides.
- Main door is fitted with 01 No. 8" Tower Bolt, 02 No. of Door handles, 01 No. of Night-Latch, 01 No. Door-viewer, 01 No. Buffer, 01 No. Door Stopper.
- Bedroom doors fitted with 01 No. mortice lock, 01 No. 8" Tower Bolt, 01 No. Door Stopper and 01 No. Buffer.
- All bathrooms and kitchen doors are fitted with 02 Nos. 4" / 6" Tower Bolt, 02 Nos. 6" Door Handles, 01 No. door stopper, 01 No. Buffer.

WINDOWS & GRILLS:-

All windows are aluminium windows (sliding type) with 4mm smoke glass Grills as per architect's design with M.S. Square Bar 10mm.

ELECTRIFICATION:

- Electrification are mainly concealed type using copper wire of various dimensions as per architect's recommendation.
- The wires used are branded (Havells or Anchor) and FR (Fire-retardant) grade. Switches and Sockets have been branded (Crabtree brand). The building has separate earthings for flat-owners and lift.

Break-up of electrical points:-

- Living / Dining area -03 Nos. Light Points, 01 No. Fan Points 03 Nos. Plug Points.
- Bedrooms- 02 No. Light Points, 01 No, Fan Point, 01 No. Plug Point.
- Master bedroom is equipped with an A.C. Point.
- Kitchen - 01 No. Light Point, 01 No. Fan / Exhaust Fan point, 01 No. Power Point.
- Bathroom / Toilets - 02 Nos. Light Points, 01 No. Exhaust Fan Point, 01 No. Power Points.

- Besides the above points adequate Nos of electrical points have been provided for running general appliances like refrigerator, washing machine etc.

PLUMBING & SANITARY:

- All plumbing lines are concealed using P.V.C heat pipes with G.I. Fittings.
- Sanitary fittings- Parryware & Hindware.
- All bathroom fitted with 2 way wall mixer with overhead shower, 01 no. basin with pillar cock, 01 No. EWC with cistern and bib-cock (Parryware make). Kitchens fitted with 01 No. sink cock and 01 No. Bib Cock.

TILES & GRANITE:

- All bathrooms fitted with glaze tiles up to door height.
- Kitchen platform consists of granite top fitted over black-stone.
- Walls up to 2'-6" height over the Kitchen platform fitted with glaze tiles.

STAIRCASE & LANDINGS:

- Staircase and landings-marble with polish. Staircase fitted with superior design railing with stainless steel hand rail.

WATER SUPPLY:

- 24 hours water supply pumped by electrical pump from the underground water reservoir to the overhead tank has been provided.

PARIS & PAINTS:

- All internal surfaces of wall have been finished with appropriate coatings of wall putty (Smooth finish). External walls painted with Weather Coat (ASIAN PAINTS APEX ULTIMA)

WATER PROOFING:

The roof of the building shall be treated with cement / sand mortar with recommended compounds and chemicals for water-proofing and finished with cast-in grey citu mosaic.

LIFT

One 5 passenger of 'Reliance Elevators' or equivalent make shall be provided.

NOTE:

Any change in specifications for the betterment of the flat may be entertained at an extra cost subject to suitability of the Developer.

IN WITNESS WHEREOF the parties hereto put their respective Signatures and seals on the day month and year first above written.

Witnesses:-

SIGNATURE OF OWNERS /FIRST PARTY

SIGNATURE OF PROMOTER/ SECOND PARTY

SIGNATURE OF ALLOTTEE/ THIRD PARTY

Drafted by:-

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers,, a total sum of **Rs.....** /- (**RupeesOnly**) towards part payment of the consideration money of the Schedule "B" property mentioned in these presents in favor of **M/s Concrete Greens Infrastructure Private Limited, Third Party / Developer** as per memo below:-

Received by:

For

Concrete Greens Infrastructure Private Limited

(Mohammed Ali Azhar)

Director

Witnesses:

