

For TIRUPATI ENTERPRISE

Proprietor

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of 2019

By and Between

THIS AGREEMENT made on this day of, Two Thousand and Nineteen;

BETWEEN

(1) **MRS. KIRAN SINGH** (PAN BOPPS2076N) (Mobile No. 9007867555) wife of Mr. Shambhu Saran Singh, By faith:- Hindu, By Occupation:- House Wife, By Nationality:- Indian, **MR. SHAMBHU SARAN SINGH**, (PAN - ALGPS2416M), (Mobile No. 9830089560), son of Late Ramayan Singh, By faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, both residing at 22B, Baishnabghata Bye lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, hereinafter jointly and collectively referred to as the "**OWNERS/VENDORS**" (which expression shall, unless excluded by the context or otherwise, include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **FIRST PART**

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For TIRUPATI ENTERPRISE

Shambhu Saran Singh

Proprietor

AND

TIRUPATI ENTERPRISE a sole proprietor firm having PAN – ALGPS2416M, at 22B, Baishnabghata Bye lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, represented by its sole proprietor **MR. SHAMBHU SARAN SINGH**, (PAN – ALGPS2416M), (Mobile No. 9830089560), son of Late Ramayan Singh, By faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, residing at 22B, Baishnabghata Bye lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, hereinafter referred to as the “**Builder/Developer**” (which expression shall, unless excluded by the context or otherwise, include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

MR./MS.[•] (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by occupation – [•], by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the “**Allottee**”, (which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(* strike off if not applicable)

OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

(* strike off the description which is not applicable)

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* resolution dated [•] (hereinafter referred to as

the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD Part**.

(* strike off the description which is not applicable)

OR

MR. [•] (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, the Promoter and the Allottee are hereinafter collectively 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 West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "Section" means a section of the Act.

WHEREAS:

A. The Owners is the absolute and lawful owner of ALL THAT the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of **7 Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673 situated at presently known and numbered as premises No. 347/1, Kendua Main Road, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District - South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation

Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, under Additional District Sub-Registrar, Alipore, District 24 Parganas South, more fully described in the **First Schedule** hereunder written.

- B. The Vendors are the absolute owners of the Land comprised in the Premises and are in vacant and peaceful possession thereof.
- C. The facts **describing the devolution** of title of the Vendors to the Land and the Premises is more particularly mentioned in the **TENTH SCHEDULE** hereto.
- D. The Owner is the absolute and lawful owner of **ALL THAT** the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of **7 Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673 situated at presently known and numbered as premises No. 347/1, Kendua Main Road, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, under Additional District Sub-Registrar, Alipore, District 24 Parganas South, (herein after referred to as the "**Said Land**") more fully and particularly described in the **First Schedule** hereunder written.
- E. That thus the Owners jointly being desirous of developing the said *premises* and decided to construct multi storied residential building/complex on the said *premises* after demolition of the existing structures standing thereon. Thus the Owners jointly appointed one M/s Tirupati Enterprise, a proprietorship firm, as their Developer and/or Agent for the purpose of construction of a multi storied residential building/complex to be developed by the Developer on the said *Premises* and as such on 01.08.2019 the Owners jointly entered into an Agreement with the Developer herein and registered with the office of the additional Registrar of Assurances-I, Kolkata, in Book No. I Volume No.1901-2019, Pages 228087 to 228128 being Deed No. 4696 for the year 2019 on the terms and conditions as recorded in the said Developer's Agreement.
- F. In accordance with the aforesaid Agreement dated 01.08.2019 Owners jointly duly executed a Power of Attorney dated 01.08.2019 registered with the office of the additional Registrar of Assurances-I, Kolkata, in Book No. I Volume No.1901-2019, being Deed No. 1901-0-4673 for the year 2019 in favour of said Tirupati Enterprise, a proprietorship firm, as their Developer inter alia permitting the Developer to enter into agreements for sale with prospective purchasers for sale of apartments and also to sign, execute and admit the necessary deeds of conveyance as well as submit all papers/documents and plans for approval, for the purpose of implementation and/or completion of the residential building.

- G. Accordingly, the Developer became solely entitled to develop an integrated modern residential housing complex. Accordingly, the Developer duly prepared and forwarded the necessary building/site plans for the construction of various self-contained apartments/flats upon the said property to Kolkata Municipal Corporation for approvals, and the said Kolkata Municipal Corporation duly approved the site/floor plans vide no. **2018110287 dated 30.01.2019** and elevation/other plans (hereinafter referred to as "**the plans**").
- H. In due course the Developer/Builder has started the construction of the said project/complex in accordance with necessary approvals and sanctioned plans and named the complex "*Tirupati View II*".
- I. The Purchaser herein being desirous of purchasing **ALL THAT** the said Unit, more fully and particularly mentioned in the **Part-I** and **Part-II** of the Second Schedule hereunder written has approached and requested the Vendors and the Builder to sell the said Unit to the Purchaser, and the Vendors and the Builder accepting the said request of the Purchaser, have agreed to sell the said Unit to the Purchaser at or for the consideration and on the terms and conditions more fully contained hereinafter.
- J. The Promoter /Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Board and the Promoter /Developer regarding the Said Land on which Project is to be constructed have been completed;
- K. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide **Plan(s) Memo No. 2018110287 dated 30.01.2019** for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time;
- L. The Promoter /developer 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 and other Concerned Authorities. The Promoter /developer 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;
- M. The Promoter /developer has registered the Project in the 'said land' under the provisions of the Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on..... under registration no. HIRA/...../KOL/2019/.....

N. The Allottee had applied for Two/Two and Half/Three BHK apartment in the Project vide application no. dated and has been allotted apartment no.having standard build up area of square feet (equivalent tosq.ft. of carpet area +sq.ft. balcony area + private terrace area 0 sq.ft., on floor along with the right to use Open/Covered Car Parking Space/Garage being no. admeasuring square feet in the level , along with pro rata share in the common areas ("Common Areas ") as defined under clause (nm) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Second Schedule and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

P. 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;

Q. 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;

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

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter /developer 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 is Rs. /-(Rupees only) (Including Apartment Price + Terrace Charges + Floor Rise Charges + Preferential Location Charges+ Car Parking Amount) and Other charges Rs. /- (Rupees.....only) (Give break up and description), which is as follows :

Block/ Building/ Tower No.	
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Apartment No.	
Type	
Floor	
Car Parking Space No Type – Covered / open Floor	
Base Rate of Apartment per square feet	
Initial Booking Amount -	
Base Price (Apartment)	
Base Price (Terrace) only	
Floor Escalation	
PLC	
Covered Car Parking (One)	
Total Price of Apartment	

Other Charges

DG	
Advance Maintenance Charge for common areas of the complex and their amenities and facilities provided therein for 2 years	
Maintenance Deposit	
Legal charges	
Total	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter /developer towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter / developer by way of G.S.T and Cess or any other similar taxes which may be

levied, in connection with the construction of the Project payable by the Promoter /developer, 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:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter /developer shall, be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee:

(iii) The Promoter /developer 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 /developer within the time and in the manner specified therein. In addition, the Promoter /developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of 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 II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the 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 because 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 /developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter /developer 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 as per the payment plan set out in Fifth Schedule ("Payment Plan").

1.5 The Promoter/developer may allow, in its sole discretion only for Utsav, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ x% for the period by which the respective instalment 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 /developer.

1.6 It is agreed that the Promoter /developer 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 Seventh Schedule 'and Eight Schedule (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 /developer 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 [Applicable in case of an apartment] The Promoter /developer 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 /developer. If there is reduction in the carpet area then the Promoter/developer 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 /developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter /developer 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., without causing any inconvenience or hindrance to them. It is clarified that the promoter /developer 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, maintenance charges as per para 11 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, subject to adherence of safety norms of the Promoter /developer.

1.9 It is made clear by the Promoter/developer and the Allottee agrees that the Apartment along with one their right to use garage open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. 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/developer agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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/developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter /developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs..... (Rupees.....only) (excluding GST) as booking amount + instalment(s) amount being part payment towards the total Price of the Apartment which the Promoter/ developer hereby acknowledges and the allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter/ developer 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/ developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter/ developer, 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 'Soham Construction' payable at Kolkata.

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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/ developer with such permission, approvals which would enable the Promoter/ developer to fulfil 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.

3.2 The Promoter/developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/developer 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/developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/developer 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/developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter/ developer 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/developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter/developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, 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 this Agreement] which has been approved by the competent authority, as represented by the Promoter/developer. The Promoter/developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned authority Act and Rules, 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/developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment -The Promoter/developer 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/developer 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 30 months from the date of execution of this Agreement, 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/developer 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/developer to implement the project due to Force

Majeure conditions, then this allotment shall stand terminated and the Promoter/developer shall refund to the Allottee the entire amount received by the Promoter/developer from the allotment within 45 days from that date. The promoter/developer 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/developer and that the Promoter/developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter/developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, 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/developer within 3 months from the date of issue of occupancy certificate]. The Promoter/developer 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/developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/developer/association of allottees, as the case may be after the issuance of the completion certificate for the project. Allottees will assist the promoter/developer as and when required and also take all necessary steps in forming the association under the West Bengal Apartment Ownership Act 1972. The promoter/developer shall hand over the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter/developer as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter/developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/developer 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. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter/developer 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.

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/developer, the promoter/developer 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/developer to the allottee within 45 days of such cancellation.

7.6 Compensation – The developer- Board 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.

Except for occurrence of a Force Majeure event, if the promoter/developer 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/developer 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/developer 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/developer to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

The Promoter/developer 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/developer has the requisite right to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii) The Promoter/developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said Land or the Project;
- iv) There are no litigations pending before any Court of law or Authority with respect to the title of the said Land. There is a litigation pending before the Hon'ble High Court at Calcutta with respect to the Project or the Apartment

- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- vi) The Promoter/developer 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;
- vii) The Promoter/developer has not entered into any agreement for sale and/or development 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.
- viii) The Promoter/developer confirms that the Promoter/developer is 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/developer 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;
- x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- xi) The Promoter/developer 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;
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/developer 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/developer shall be considered under a condition of Default, in the following events:

(i) Promoter/developer 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/developer'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/developer under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter/developer as demanded by the Promoter/developer. If the Allottee stops making payments the Promoter/developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/developer 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/developer, 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/developer 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 payments for consecutive demands made by the Promoter/developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the promoter/developer on the

unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond one month after notice from the Promoter/developer in this regard, the Promoter/developer may cancel the allotment by deducting the booking amount and the interest liabilities and the Agreement shall thereupon stand terminated. Provided that the promoter/developer shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/developer, on receipt of Total Price of the Apartment as per para 1.2 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 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/developer to withhold registration of the conveyance deed in his/her favour for a period of further 30 days till payment of stamp duty and registration charges to the Promoter/developer is made by the Allottee. failing which the promoter/developer will cancel the allotment and refund the amount deposited by the allottee by deducting the booking amount

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

The Promoter/developer shall be responsible to provide and maintain essential services in the Project for a maximum period of 2 years from the issuance of the completion certificate of the project by the competent authority and 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.

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/developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/developer 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/developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/developer'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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/developer/ maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, open /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.

14. USAGE:

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

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 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 its fixtures and fittings keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenance 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.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme or the outer walls of 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/developer 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.

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

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.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/developer executes this Agreement he shall not mortgage or create a charge on the Apartment/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 who has taken or agreed to take such Apartment/Building.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter/developer 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/developer showing compliance of various laws/regulations as applicable in constructing the project.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter/developer does not create a binding obligation on the part of the Promoter/developer 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter/developer. If the Allottee(s) fails to execute and deliver to the Promoter/developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or

appears before the Sub-Registrar for its registration as and when intimated by the Promoter/developer, then the Promoter/developer 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/ plot/ building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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/developer 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 Payments Plan [Schedule C] including waiving the payment of interest for delayed. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/developer to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the 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.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

1st applicant -

2nd applicant -

Address of Allottees -

Name of the Promoter/developer - M/s

Promoter/developer Address -

It shall be the duty of the Allottee and the Promoter/developer to inform each other of any change in address subsequent to the execution of the 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/developer or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the 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.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

Place of Arbitration : Kolkata

Language of Arbitration : English

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Premises)

ALL THAT the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of **7 Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673 situated at presently known and numbered as premises No. 347/1, Kendua Main Road, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, and butted and bounded as follows:

ON THE NORTH : By 12' Common Passage;

ON THE EAST : By premises of Mr. Mohan Lal Manna;

ON THE SOUTH : By part of R.S. Dag No. 764 and

ON THE WEST : By premises of Mr. Mohan Lal Manna;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(Description of the said Flat)

ALL THAT the residential Flat No. _____ containing a built-up area of _____ square feet, (_____ sqm) including proportionate share of Staircase, Lift and lift lobbies having Carpet Area _____ Sq. Ft. (_____ sqm) along with a balcony for exclusive usage for the Purchaser of _____ Sq. Ft. (_____ sqm) be the same a little more of less, on the _____ floor of Tower of "**Tirupati View II**" at the Premises at premises No. 347/1, Kendua Main Road, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, under Additional District Sub-Registrar, Alipore, District 24 Parganas South, more particularly described in the **First**

Schedule above written and delineated in the shown in the Plan or Map in colour Red annexed herewith being the part and parcel of this Agreement.

PART-II

(Description of the said Vehicle Parking Space)

ALL THAT the right to use and park one Two/Four-Wheeler Vehicle in Covered/Open/Stack Vehicle Parking Space with Flat at the Premises more particularly described in the **First Schedule** above written. The Vehicle Parking No. will be identified on the date of possession.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Portions)

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 2. Staircase on all the floors and roof.
 3. Staircase landing and lift landings on all floors.
 4. Common passage and lobby on the ground floor for garage space area.
 5. Water pump, water tank, water pipes and other common plumbing installations.
 6. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
 7. Drainage, sewers and pipes, from the building to the Municipal drainage.
 8. Boundary walls and main gates.
- B. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:
- (i) Electrical installations including meters, that may be installed for receiving electricity from the body supplying electricity.
 - (ii) Cable TV provision / connectivity.
 - (iii) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of construction as recommended by the Architect)

FOUNDATION	-	RCC structure along with anti terminate treatment;
STRUCTURE	-	RCC framed structure;
EXTERIOR WALL	-	To be finished with suitable paint;
INTERIOR WALL	-	Brickwork (as per plan) with POP/Putty finish;
FLOORING	-	Vitrified Tiles/Chowka Marble in the drawing & dining room, Bedrooms, Verandah/Balcony and in other areas.
LOBBY	-	Elegant lobby with Kota Stone/Marble / Ceramic Tiles/ Granite;
STAIRCASE	-	Spacious staircase with Kota Stone/ Marble
KITCHEN	-	Anti Skied Ceramic tiles on floor&upto 4'-0" height over Granite Platform; Granite slab on cooking platform; Stainless steel sink;
TOILET	-	Anti Skied Ceramic tiles on floor and upto Door height on the walls; Basin & Water Closet of reputed make; CP fittings of reputed make;
ELECTRICAL	-	Concealed copper wiring with modular switches of reputed brand. (a) <u>LIVING/DINING</u> : Two light points, two fan points, one cable T.V. and Telephone point and one 5 amp and one 15 amp Plug point and one calling bell point (b) <u>BED ROOMS</u> : Two light point, 1 fan point and one 5 amp plug point.

	<p>(c) KITCHEN :</p> <p>One light point, one exhaust/chimney point, one refrigerator point and one microwave point & one aqua guard point.</p> <p>(d) TOILET: Electric points – Light Point, Mirror Light Point, Exhaust Fan point and Geyser point (in One bathroom).</p> <p>(e) W.C.: One light point and one exhaust point.</p> <p><u>COMMON LIGHTING:</u></p> <ul style="list-style-type: none"> • Overhead illumination for compound and street lighting • Necessary illumination in all lobbies, staircases and common areas. • intercom connection*** (<i>Additional Cost</i>); Adequate power load; • Power Back-up: *** (<i>Additional Cost</i>);
DOOR & WINDOWS	<p>- Polish Designer/Laminated flush door with wooden frame having mortise lock of reputed make, Laminated /Coloured reputed make flush door with wooden frame in all rooms.</p> <p>Windows – Aluminium/U.P.V.C Sliding windows with clear glass glazing with grill guard;</p>
HARDWARE	- Hardware fittings of reputed make;
LIFT	- 6 passenger with reputed make
WATER SUPPLY	- Deep Tube well;
Water treatment Plant (WTP)/Deep Tube Well,	*** (<i>Additional Cost</i>); (if permission obtained from the concerned authority)

(If installed)		
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II. In connection with the specifications mentioned above, the Purchaser should note that the specifications of the materials used in the construction of and the fixtures fittings, installations and equipments installed in the Unit is subject to the following qualifications (where applicable):

1. There may be tonal differences in vitrified and ceramic tiles while manufacturing of different lots. The stated tonality and pattern of granite tops shall be subject to availability.
2. The layout / location of TV / telephone and electrical / power points is subject to Architects' sole discretion and final design.
3. The brand and model of all the materials / equipments supplied are subject to their availabilities and the Developer/Builder shall have the sole discretion to substitute the materials / equipments to a comparable one that is available in the market.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Agreed Consideration)

(a)	Consideration for the Undivided Share and for construction and completion of the said Flat including right to use one Two/Four Wheeler Vehicle Parking Space	Rs. _____/-
	TOTAL (A) :	Rs. _____/-

[Rupees _____ Only]

Note: GST, as applicable, will be payable in addition to the above.

PART-II

(Payment Schedule)

- (a) The Agreed Consideration as mentioned in **PART-I** above is to be paid by the Purchaser to the Developer/Builder in the following manner:

SL. NO.	Payment Schedule	%	Amount (Rs.)
1	On Application		
2	On Allotment (Less Application Amount)	10%	
3	On Execution of Agreement For Sale	10%	
4	On Completion of Foundation	10%	
5	On Completion of Ground Floor Roof Casting	15%	
6	On Completion of 1st Floor Roof Casting	10%	
7	On Completion of 2nd Floor Roof Casting	15%	
8	On Completion of 3rd Floor Roof Casting	10%	
9	On Completion of Brick work of the Unit	15%	
10	On Completion and Possession of the Building	5%	
TOTAL(Rs.)			

PART-III

(Estimated date of delivery of possession)

The estimated date of making of the said Flat ready for the purpose of delivery of possession is within **30 month** from the date of the execution of this Agreement with a grace period of 6(Six) months. The above shall always be subject to Force Majeure conditions and other provisions as continued in this Agreement. It is clarified that the whole project/all amenities/installations may not be ready by such time, the project being undertaken in phases.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Additional Payments)

PART-I

A. Additional Payments payable wholly by the Purchaser:

- (i) GST, Betterment Fees, and/or other development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with

the construction, sale or transfer of the said Unit in favour of the Purchaser. GST, and other taxes if any will be deducted / adjusted from all amounts already paid by the Purchaser at or before signing of this Agreement in respect of the said Unit which shall be treated as gross of tax. Amount paid (exclusive of GST) will thus be correspondingly reduced and shall be made good by the Purchaser.

- (ii) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the said Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (iii) Charges levied by the Developer/Builder for any additional or extra work done or any additional amenity or facility provided including WTP or any changes, additions, alterations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (iv) Agreed legal fees payable to the Developer/Builder's Advocates is 1 (One) % of the Total Consideration/- out of which Rs.10,000/- is payable upon intimation that Agreement for Sale is ready for signature and balance at or before taking possession of the said Unit, will be payable in addition to the above.

B. Other payments payable by the Purchaser:

- (i) Before taking possession of the said Flat, the Purchaser shall pay the proportionate share of costs charges and expenses for:
 - (a) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
 - (b) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

PART-II

(Additional Consideration)

Additional consideration payable by the Purchaser to the Developer/Builder in case there be any increase in total Built-up Area and/or Salable Built-up Area of the said Flat upon completion of construction of the Buildings and the measurement being certified by the Developer/Builder / Architects. Such additional consideration shall be calculated at the same

rate at which the Agreed Consideration has been computed. However, if there be any reduction in the total Salable Built-up Area of the said Flat, then the differential consideration amount (calculated at the same rate of the Agreed Consideration) shall be adjustable / refundable by the Developer/Builder, as the case may be, to the Purchaser. In any case, the Additional Payments, wherever the same is liable to be paid by the Purchaser on Salable Built-up Area basis, shall also stand increased / decreased proportionately.

PART-III

(For Mandatory Deposits/ Advances/ Extra Costs)

(omitted)

Note: GST as applicable, will be payable in addition to the above.

The Purchaser agrees and undertakes to pay the amounts of mandatory deposits and advances within **30 (thirty) days of issuance of Notice of Possession**, without raising any objection whatsoever regarding the same. In case of default in making payment of any of the amount as aforesaid within the specified time, the Purchaser will be liable to pay an **interest @ SBI prime landing rate plus 2% annum** on the aforesaid amount due till realisation.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Further Rights of Owner / Maintenance Agency / Association)

1. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Agreement or otherwise shall be done by the Developer/Builder whose decision shall be final and binding on the Purchaser.
2. The Maintenance Charges shall be payable by the Purchaser with effect from the 30th day of Notice of Possession (**Deemed date of Possession**) as fixed by the Owner / Maintenance Agency and shall be payable periodically. Provided That until all payments due under this Agreement are made by the Purchaser, no right of whatsoever nature shall accrue in favour of the Purchaser to obtain possession of the said Flat.
3. The Owner / Maintenance Agency / Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
4. The Owner / Maintenance Agency / Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Unit including water supply, electricity, generator, use of Community

Hall and Gym, integrated communication, cable TV, lift, etc., in case of default in timely payment of the periodical Maintenance Charges, Electricity / Generator Charges, Municipal Corporation taxes, Common Expenses, Community Hall and Gym subscription and/or other payments by the Purchaser after giving 30 days notice in writing and further to **an interest @ SBI prime lending rate plus 2% annum** on the amount so due till realisation.

5. The Maintenance Agency / Association shall have the first charge and/or lien over the said Unit in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on transfer of the said Unit till such payments are made in full. The Maintenance Agency / Association shall be entitled to recover such amounts together with interest accrued thereon by sale, transfer, lease, tenancy, etc. of the said Unit.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(Purchaser's Further Covenants)

1. On and from the Notice of Possession, the Purchaser agrees undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Owner /Maintenance Agency/Association from time to time;
 - b) permit the Owner, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Owner / Maintenance Agency or the Association and use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings; not to stack/keep/litter the common passages/lobby/staircase/landings/fire refuse with personal belongings of any kind.
 - d) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings;
 - e) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing

through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

- f) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- g) sign and deliver to the Developer/Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser and until the same is obtained, the Developer/Builder may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Developer/Builder;
- h) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- i) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Developer/Builder at the appropriate time;
- k) pay the monthly subscription for using the Community Hall and Gym by the Purchaser and his family members at such rate as may be quantified by the Developer/Builder at the appropriate time;
- l) pay for generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- m) allow the other Unit Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator/ Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

- o) observe and comply with such other covenants as be deemed reasonable by the Developer/Builder for the Common Purposes;
- p) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Owner and/or the Municipal Corporation and all other concerned or statutory authorities;
- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer/Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Developer/Builder;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;

- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Owner/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- cc) not to claim any right over and/or in respect of any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Developer/Builder for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Developer/Builder thereat or on any part thereof;
- dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Buildings and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Developer/Builder and/or the rights of the purchaser of other Flats in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the said Flat by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Owner and/or the Association;
- hh) not to park or allow anyone to park any Vehicle, two-wheeler or other vehicles at any place other than the space earmarked for parking Vehicle(s) or two-wheeler(s) of the Purchaser, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and

- ii) not to let out or part with possession of the Said Vehicle Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size Vehicle or two-wheeler, as the case may be.
 - jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Developer/Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
 - kk) not to park any Vehicle or two-wheeler in the Premises if the Purchaser has not been allotted any Vehicle Parking Space and to park only one Vehicle or two wheeler in one Vehicle Parking Space and not more than one, even if there be space for more than one in the Vehicle Parking Space.
2. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Developer/Builder including any further constructions, additions or alterations that may be made from time to time.
 3. The Purchaser agrees, undertakes and covenants not to question the computation of the Salable Built-up Area of the said Flat mentioned in the **SECOND SCHEDULE** hereinabove and not to claim or demand details or calculations of the same under any circumstances whatsoever.
 4. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Purchaser shall become liable, with effect from the date of expiry of the period of Notice of Possession, to pay Common Expenses, Maintenance Charges, municipal corporation taxes, common electricity charges, and other payments etc. including those mentioned in sub-paragraphs 1(c), (i), (j), (k), (l) and (o) of this Schedule as also a **fine /guarding charge of Rs.5,000/- per month** (the guarding charge is payable, till the time the Purchaser being otherwise entitled, takes possession of the said Unit). It is however clarified that payment of the aforesaid amounts shall not entitle the Purchaser to any rights of whatsoever nature in respect of the said Unit until the Agreed Consideration, Additional Payments, Mandatory Deposits/Advances/Extra costs and other payments due under this Agreement are paid in full by the Purchaser.

THE NINTH SCHEDULE ABOVE REFERRED TO:

(Rights on Purchaser's Default)

- a) In case of default/delay in making payment of any amount payable under this Agreement (including in particular the Fifth, Sixth and Eighth Schedules hereto) or otherwise by the Purchaser to the Developer/Builder within **30** days of the demand being raised, interest shall be payable by the Purchaser at the agreed **rate of SBI prime lending rate plus 2% annum** percent per annum from the due date till the date of payment. If such default/delay continues beyond 45 days, the Developer/Builder shall reserve the right to cancel the agreement and forfeit an amount equivalent to **5% of the agreed consideration** together with interest paid or due and taxes paid or due as on date of cancellation subject to minimum of **Rs.75,000/- (Rupees Seventy Five Thousand) only.**
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Flat / said Unit, then the Developer/Builder shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Developer/Builder, then the Purchaser shall be liable to pay to the Developer/Builder, compensation and/or damages that may be quantified by the Developer/Builder.
- c) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Developer/Builder for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Developer/Builder, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Developer/Builder under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Developer/Builder under this Agreement.
- d) In case of default in payment of any amount payable hereunder or otherwise for more than 2 (two) months after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach, failure, refusal or neglect within 2 (two) months from the date of issue of the Notice mentioned above, then in that event the Developer/Builder shall be entitled to cancel / terminate the Agreement / allotment.

- e) If the Purchaser in any manner delays execution of the Deed of Conveyance beyond 30 (thirty) days from the date of notice by the Developer/Builder, the Purchaser shall be liable to pay a **penalty of Rs.5,000/- (Rupees Five Thousand only) per month plus applicable taxes** for the period of such delay. Such liability shall be in addition to and without prejudice to the other liabilities of the Purchaser as also the other rights of the Developer/Builder, under other provisions of this Agreement. If such delay continues for 6 (six) months or more, then in that event the Developer/Builder shall be entitled to cancel / terminate the Agreement / allotment.
- f) In case of cancellation/termination of the Agreement / allotment under any provision of this Agreement, without prejudice to the other rights which the Developer/Builder may have against the Purchaser, the Developer/Builder shall be entitled to deduct and retain a sum equivalent to **5%** of the agreed consideration together with interest paid or due and taxes paid or due as on date subject to a **minimum of Rs.75,000/- (Rupees Seventy Five Thousand only)**, as pre-determined and agreed liquidated damages for cancellation of the Agreement / allotment and the remaining sum received by the Developer/Builder from the Purchaser towards the Agreed Consideration shall be refunded to the Purchaser. Such balance amount shall be refunded without interest upon the sale of the said Unit by the Developer/Builder to a new purchaser or the completion of the Buildings, whichever is earlier.
- g) Upon cancellation / termination of the Agreement / Allotment being made by the Developer/Builder, all rights and/or claims of the Purchaser, if any, against the Developer/Builder, the said Unit, the Buildings and/or the Premises shall stand extinguished and the Developer/Builder shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Unit to any person on such terms and conditions as may be deemed fit and proper by the Developer/Builder without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- h) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Developer/Builder compensation and/or damages that may be quantified by the Developer/Builder.
- i) Besides the aforesaid rights, the Developer/Builder shall also be entitled to any other right to which the Developer/Builder may be entitled to in law or equity by reason of any default or breach on the part of the Purchaser.

THE TENTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

1. That one Khetra Nath Manna during his life time was absolutely seized and possessed of or otherwise well and sufficiently jointly entitled to ALL THAT the piece and parcel of land containing an area of 62 Decimal (Sataks) be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
277	672	50
277	673	12
	Total:	62

(hereinafter referred to as the "Said entire Land") free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

2. The said Khetra Nath Manna, during his life time Hindu, was governed by the Dayabhaga School of Law, died intestate leaving behind him surviving his three sons namely and (1) Sri Sudhir Chandra Manna, (2) Sri Sudhamoy Manna and (3) Sri Adhir Chandra Manna who upon his death became the owner of their respective undivided 1/3rd share and/or interest in respect of the said entire land.

3. That by a Bengali deed of Amicable Partition/Settlement executed on 08/03/1966 by and between the said Sri Sudhir Chandra Manna, Sri Sudhamoy Manna and Sri Adhir Chandra Manna being the parties therein and registered with the office of the Joint Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 25, pages from 110 to 114 being no. 01200 for the year 1966, the parties therein amicably partitioned and demarcated the said entire land amongst them.

4. That by virtue of said partition deed being no. 01200 for the year 1966 the said Sri Sudhir Chandra Manna became the sole, absolute and exclusive owner in respect of ALL THAT the piece and parcel of land containing an area of 13 Cottahs 1 chittacks equivalent to 21.5 decimal be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	8 Cottahs 10 chittacks

277	673	3 Cottahs 12 chittacks
		11 chittacks
	Total:	13 Cottahs 1 chittacks

(hereinafter referred to as the "Said plot of Sudhir Chandra Manna") free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

5. That by virtue of said partition deed being no. 01200 for the year 1966 the said Sri Sudhamoy Manna became the sole, absolute and exclusive owner in respect of ALL THAT the piece and parcel of land containing an area of 13 Cottahs 1 chittacks equivalent to 21.5 decimal be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in -

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	8 Cottahs 10 chittacks
277	673	3 Cottahs 12 chittacks
		11 chittacks
	Total:	13 Cottahs 1 chittacks

(hereinafter referred to as the "Said plot of Sudhamoy Manna") free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

6. That by virtue of said partition deed being no. 01200 for the year 1966 the said Sri Adhir Chandra Manna became the sole, absolute and exclusive owner in respect of ALL THAT the piece and parcel of land containing an area of 11 Cottahs 8 chittacks equivalent to 19 decimal be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in -

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	10 Cottahs 13 chittacks

		11 chittacks
	Total:	11 Cottahs 8 chittacks

(hereinafter referred to as the "Said plot of Adhir Chandra Manna") free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

7. That by a Deed of Sale executed on 18/12/1972 by and between the said Sudhamoy Manna therein referred to as the Vendor and the said Adhir Kumar Manna therein referred to as the Purchaser of the Other Part, the said Vendor therein sold granted conveyed transferred assigned and assured unto in favour of the said Purchaser All that the piece and parcel of the land admeasuring an area of 2 Cottahs 7 chittacks 11 sqft from the Said Plots of Sudhamoy Manna more fully and particularly described in the Schedule thereunder written

8. That thus the said Sudhamoy Manna became the owner of ALL THAT the piece and parcel of land containing an area of 10 Cottahs 9 chittacks 34 sqft be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in -

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	6 Cottahs 2chittacks 34 sqft
277	673	3 Cottahs 12 chittacks 00 sqft
		11 chittacks 00 sqft
	Total:	10 Cottahs 9 chittacks 34 sqft

(hereinafter referred to as the "Said Land") free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

9. That the said Sudhamoy Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 22/10/1977 leaving behind him surviving his widow Srimati Subodh Manna, two sons namely and (1) Sri Rabin Manna and (2) Sri Gopal Manna and three daughters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and (3) Srimati Sundari Manna who upon his death became the owner of their respective undivided 1/6th Share each of the said land and jointly mutated their names in respect of the said land before the Kolkata Municipal Corporation a new Premises bearing No. 347.

Kendua Main Road, Ward No. 110, Kolkata:- 700 084 was allotted in respect of the said land.

10. That the said Rabin Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 09/10/1986 leaving behind her surviving his mother Srimati Subodh Manna, widow namely Maya Manna and one son Ranajit Manna and One daughter namely KaberiNaskar who upon his death became the owner of the undivided 1/6th Share of Rabin Manna.
11. That the said Smt. Sundari Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 11.08.1994 leaving behind her surviving her mother Subodh Manna, brother Sri Gopal Manna and two sisters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and her sister-in-law Maya Manna, Miss KaberiNaskar and nephew Ranajit Manna who upon her death became the owner of their respective undivided Share each of the said land of Sundari Manna.
12. That the said Shri Subodh Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 20.08.1998 leaving behind her surviving her son Sri Gopal Manna and two daughters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and her daughter-in-law Maya Manna, Granddaughter Miss KaberiNaskar and grandson Ranajit Manna who upon her death became the owner of their respective undivided Share each of the said land of Sundari Manna.
13. By a Deed of Sale executed on 8.4.2011 by and between the said Maya Manna, Miss KaberiNaskar and Ranajit Manna therein jointly referred as the vendors of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 5 pages 2170 to 2201 being Deed No. 01014 for the year 2011, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser ALL THAT the piece and parcel of land containing an area of 2 Cottahs 5 chittack 6 sqft whereupon a brick built structures thereon ad measuring an area of 184 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277, R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the First plot land")
14. By a Deed of Sale executed on 3.6.2011 by and between the said Malati Manna therein referred as the vendor of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 7 pages 4605 to 4634 being Deed No. 1553 for the year 2011, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser ALL THAT the piece and parcel of land containing an area of 2 Cottahs 12 chittack 9 sqft whereupon a brick built structures thereon ad measuring an area of 219 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277, R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main Road, Assessee No. 31-110-08-0347-5,

Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the Second plot land”.

15. By a Deed of Sale executed on 10.10.2012 by and between the said Bimala Mistry therein referred as the vendor of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 16 pages 4042 to 4071 being Deed No. 3674 for the year 2012, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser ALL THAT the piece and parcel of land containing an area of 2 Cottahs 12 chittack 9 sqft whereupon a brick built structures thereon ad measuring an area of 219 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the Third plot land”.

16. Thus by virtue of the aforesaid the owners herein became jointly owners of (the aforesaid First, Second and Third plot of land) ALL THAT the piece and parcel of land containing an area of 7 Cottahs 7 chittack 10 sq.ft whereupon a brick built structures thereon ad measuring an area of 621 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673, the KMC premises No. 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the said premises”.

17. That by a Bengali deed of Partition executed on 24.3.2014 by and between the owners herein therein referred to as the party of the First part and one Mr. Gopal Manna therein referred to as the party of the Second Part partitioned, earmarked and/or demarcated the said premises and the remaining portion of the said land hereinabove written and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 6 pages 708 to 748 being Deed No. 0989 for the year 2014 amongst themselves and thus the owners became the owners of demarcated, earmarked said premises more fully and particularly described in the First Schedule hereinabove written and mutated their respective names with the records of Kolkata Municipal Corporation and new premises No. 347/1 Kendua Main Road, Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, Kolkata:- 700 084 was allotted against their names and paid taxes thereon.

18. That thereafter the Owners have decided commercially exploit the said Property by way of raising multi-storeyed structure thereat on Apartment Ownership basis to mitigate the dearth of proper accommodation they were facing and to fulfil their desired object, and applied for appropriate sanctioned Plan before the Municipal Corporation of Kolkata and obtained sanction of a Ground plus Three (G+3) storied structure thereat vide Sanctioned Plan being B.S./Building Permit No. 2018110287 dated 30.01.2019 and jointly approached, appointed and/or offered the Developer herein, as their developer, described as above to undertake development of the First Scheduled property by raising structure thereat on Apartment Ownership basis by in put of finance.

19. The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The developer named the residential building as *Tirupati View II* consisting 1 (one) residential G+III storied Tower building the complex as "Said Tower") in accordance with the Sanctioned Plan and has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

20. The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary considering the terms of conditions.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

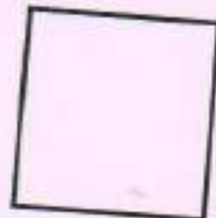
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

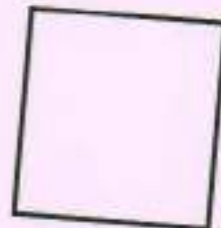
Address _____



(2) Signature _____

Name _____

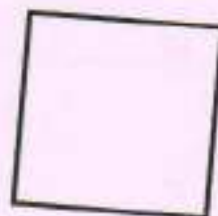
Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

The Board/Owner:

(1) Signature _____



Name _____

Address _____

Promoter/developer:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence _____ of: _____



WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

(3) Signature _____

Name _____

Address _____

from the within named Purchasers to Owners/Developer as
ent (without GST) mentioned in the Memo of Consideration below:

MEMO OF CONSIDERATION

SL	DATE	CHWQUE / DIDRAWN ON NO.	IN FAVOUR OF	AMOUNT (RS.)
1				
2				
3				
4				
5				
6				
TOTAL				

In the presence of :

1.

2.

ANNEXURES

- Apartment- floor plan
- Car parking plan