

PROVISIONAL ALLOTMENT LETTER

Date -

Customer ID (CAMM/.....)

MR./MRS./MS.

.....

.....

.....

Dear Sir/Madam,

Sub: Provisional Allotment of

We are pleased to inform you that aBHK Apartment at Plot No. - 107/A, Esou Road, P.O - Abcalpur, P.S - Madhyamgram, Kolkata - 700155, being having a Built-up Area / plinth area / floor area of sq.ft. (approx.) and carpet area sq.ft. (approx.) and Verandah / Open terrace area at MADHYAMANI Phase - I Housing Project located at 107/A, Esou Road, P.O - Abcalpur, P.S - Madhyamgram, Kolkata - 700155 L.R. Khatian Nos.- 29 & 345 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3912 & 3913 corresponding to L.R. Dag Nos.- 464 & 431, West Bengal, has been provisionally allotted in your favour on the basis of your Application No. dated made along with application money Rs/- Cheque No. - dated as Booking Amount G.S.T drawn on

1. The basic price of the said Apartment is Rs/- (Rupees only) inclusive of any taxes & duties.
2. For the "Installment Payment Plan" you have opted for, payment has to be made as per following schedule:

Installment Payment Plan. -

Unit Payment Plan (GST Extra):

(Payable within 7 days of Demand)

Application Money	At the time of Filling up of Application Form	Rs. 10,000/- for BHK ; Rs. 20,000/- for 2BHK
Allotment Money	At the time before Agreement (less Application money)	20%
1 st installment	At the time of completion of foundation	10%
2 nd installment	At the time of completion of 1 st and casting	10%
3 rd installment	At the time of completion of 2 nd roof casting	10%
4 th installment	At the time of completion of 3 rd roof casting	10%
5 th installment	At the time of completion of 4 th roof casting	10%
6 th installment	At the time of completion of 5 th roof casting	10%
7 th installment	At the time of completion Brickwork & internal plaster	5%
8 th installment	At the time of completion of external plaster	5%
9 th installment	At the time of completion of interior work including flooring, plumbing & Electrical wires	5%
10 th installment	At the time of completion of works, handover of possession or registration, whichever is earlier	5%

PLC Charges (Extra Payable Amount with Base Price per Sq. Ft.):

Floor Escalation	South Facing	South-East Facing	East Facing	Main Road Facing	Ancillary Road Facing
Rs. 10/- per Sq. Ft.	Rs. 50/- per Sq. Ft.	Rs. 75/- per Sq. Ft.	Rs. 25/- per Sq. Ft.	Rs. 50/- per Sq. Ft.	Rs. 25/- per Sq. Ft.

Schedule of Charges other than Unit Cost (GST extra):
Other charges Payable at the time of completion of super structure

Nature of Charge	Amount payable (Rs.)	Schedule of Payment
Development of Open Car Parking zone (2 Wheelers)	Rs. 25,000/- per unit	Proportional to the Payment plan
Development of Covered Car Parking zone (2 Wheelers)	Rs. 1,00,000/- per unit	Proportional to the Payment plan
Development of Open Car Parking zone (4 Wheelers)	Rs. 2,00,000/- per unit	Proportional to the Payment plan
Development of Covered Car Parking zone (4 Wheelers)	Rs. 4,00,000/- per unit	Proportional to the Payment plan
Common Amenities charges (road top garden, Open air theater, Green zone, Jogging track, Kids Zone, Gym area, Library & Multipurpose Hall)	Rs. 110/- per sq. ft.	Proportional to the Payment plan
Other charges like Transformer Charges and DG Back-up charges	Rs. 65/- per Sq. ft.	As & when called for/demanded
Uplift Maintenance Charges for Three (03) years (excluding Common Area Electricity & cost of running back-up DG power, payable at actual)	Rs. 150/- per Sq. ft. per month	On Possession / Registration, whichever is earlier
Common Deposit (Estimable as the Association, once formed)	Rs. 10,000/- for 1BHK Rs. 14,000/- for 2BHK	As & when called for/demanded
Legal Fees/Documentation charges	1% of Property price	On Possession / Registration, whichever is earlier
Association formation charges, etc.	Rs. 2,000/- per unit	On Possession / Registration, whichever is earlier
Amendment/Modification charges to Allotment letter	Rs. 2,000/- per instance	As & when carried out

All payments are to be made either by Cheques/DD/Pw Order/Wire transfers. Cash payments will not be accepted.

4. We shall, from time to time, send demand notices for other payments and the same shall be payable by you as per the terms and conditions for payment contained in the General Terms and Conditions, attached to this letter, which shall form part of this Allotment letter. However, you shall be liable to pay all the installments as mentioned.
5. The total cost mentioned above is fixed, non-negotiable and non-escalable and includes cost of proportionate share of land, development, infrastructure, construction of Apartment, common areas, Parking Spaces, if any, and other installations etc.
6. This Allotment is provisional and subject to strict compliance with the General Terms and Conditions contained herein below:
 - (a) Fulfillment of General Terms and Conditions annexed hereto and those of the General Terms and Conditions provided by the Allottee along with the Brochure.
 - (b) Your paying extra charges towards rates, taxes, electricity connection charges, generator charges, maintenance charges and other charges.
 - (c) Your executing the documents as required by us as per the standard format before delivery of possession of the Apartment.
7. Please note that the Allottees have to form an Association for maintenance of the common areas, facilities and amenities of the complex.
8. This offer of provisional allotment shall be final upon your fulfilling all the General Terms and Conditions as annexed hereto.
9. Please send your remittance by Pay Order / Demand Draft / Account Payee Cheque in favour of "CA INFRACON," payable at Kolkata.
10. Your Customer Identity Number is CAMM/..... and henceforth, please quote your Customer Identity Number as reference for your future payments and correspondences.

11. This letter, along with the General Terms and Conditions annexed hereto, is being sent to you in duplicate. Please sign the duplicate copy thereof at the Confirmation Clause given below as a token of your acceptance of the contents, and return the same to us while depositing the allotment money as per schedule. The original is to be retained with you.
12. *Kindly note that in terms of Notification No. 11/2017 dated 28-09-2017, rate of construction of a complex, building, Civil Structure or a part thereof has been specified as 16%. However a deduction is available as per paragraph 2 of Notification 11/2017 of CGST.*

We assure you of our best services at all times.

Thanking you,

Yours faithfully,
For CA INFRACON

Authorized Signatory

GST Registration Number: 19AEAPC9294E22F

Confirmation:

I/We confirm my / our acceptance of what are stated above and I/We shall opt for Installment / Down Payment Scheme.

(Signature of the Sole Allottee)

(Signature of Joint Allottee)

Place: _____

Date: _____

Note: Please affix Company Seal in case the Allottee is a Company/Firm

Note: Stamp Duty, Legal fees, Registration charges and any other statutory charges for agreement for sale and registration of the Deed of Conveyance of the respective apartments/land – to be paid as & when called for.

For CA INFRACON

GENERAL TERMS AND CONDITIONS

1. TERMS OF OFFER:

CA INFRACON (hereinafter referred to as the "Entity") offers the following at **ब्रह्मपति**, a residential project located at 117/A, Badli Road, P.O-Abcalpur, P.S- Madhyamgram, East-North 24 Pgs, Kolkata-700133 (These are being offered for allotment under following terms and conditions)

Types of Units / Apartments	Structure	Description
1 BHK	Ground plus four storied building with walk up Staircases & Lifts	1-BHK Units / Apartments: (1 Bedroom, Hall, Kitchen, Veranda/Balcony)
2 BHK	Ground plus four storied building with walk up Staircases & Lifts	2-BHK Units / Apartments: (2 Bedrooms, Hall, Kitchen, Veranda/Balcony)

2. DEFINITIONS:

- A. **Allotment:** This expression wherever used herein, shall always mean "provisional allotment" and will remain so till such time a formal Agreement for Sale and Deed of Conveyance is executed and registered by the entity and the Allottee(s) for their respective Unit(s) / Apartment(s).
- B. **Deemed Date of Possession:** The cut-off date for taking possession of the apartment is within 2 months of the Occupancy Certificate/Partial Occupancy Certificate issued for the said apartment / unit or as mentioned in the Intimation for Possession, whichever is later.
- C. **Roof** will mean the common accessible terrace of the building, which will be for the common use of all the Apartment / Unit Owners of that building. However, usage of the roof will be guided by the Rules and Regulations as decided by the Entity/the Apartment Owners' Association/Body, once formed.
- D. **Sky Gardens** will be for the common use of all the Apartment/ Unit Owners of that Building. However, usage of the Sky Gardens will be guided by the Rules and Regulations as decided by the Entity/ the Apartment Owner's Association/ Body, once formed.
- E. **Date of Allotment** shall mean the date of issuance of the letter of Provisional Allotment, if not stated otherwise.
- F. **The nomenclature of the Apartment/Unit** Apartment/Unit number FLAT 1/2/B means it is in Block 3, 1st Floor, Apartment namely B.
- G. **"Plinth Area"** means built-up area of the Apartment/Unit + Area of extended spaces used for gardening/elevational features etc. in that Unit/Apartment. The customer would be called over to verify the plinth area measurement prior to commencement of the brickwork for the internal walls. No complaints relating to measurements of floor area would be entertained hereafter and the customer would have to accept the measurements certified by the Developer.
- H. **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment.
- I. **"Interest"** shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.

3. WHO CAN APPLY?

A. Any person of the age of majority (18 years and above) competent to buy any property.

To be eligible, the applicant(s) must enclose the following documents: (i) Passport size photograph of the Applicant(s) / Registration Certificate in case of Entity / Firm (ii) Identity Proof of signatory (ies) in the application. (iii) Residence proof of the Applicant(s). (Address Proof in case of Company / Firm)

B. Joint application by only one person is permitted if the applicants are members of the same family, which includes spouse, dependent parents and dependent children.

C. Other entity (ies), which may be a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation along with a Board Resolution for a Body Corporate or copy of Registration Certificate along with Authorization letter of the Signatory (ies) for Entity (ies) other than a Body Corporate is required).

4. APPLICATION PROCEDURE:

A. A person intending to acquire an apartment / unit will have to apply in the prescribed Application Form contained in the Application Kit. It is important that care is taken by the applicant to go through the terms and conditions herein, before filling in the Application Form.

B. The completed Application form duly filled and signed by the applicant(s) along with the bank draft/pay order/ account payee cheque drawn in favour of "**CA INFRACON**", payable at Kolkata for the amount of application money as shown in the Price & Payment Schedule (annexed separately), contained in the Application Kit. *The name and style of the beneficiary for such payments, may get modified over time, which would be intimated in due course.*

5. ALLOTMENT SCHEME/PROCEDURE:

The Apartments/Units will be allotted on the basis of first come first served basis within 30 (thirty) days from the date of receipt of applications after final inspection of the Application and other documents as may be submitted by the Applicant.

6. SCRUTINY, REJECTION AND REFUNDS:

Applications remaining incomplete or deficient in any respect and/or not accompanied by the required guarantee is liable to be rejected at the sole discretion of the Entity. Applications containing information known to the applicant, as false, are liable to be summarily rejected and allotment shall stand cancelled at any point of time, even after the allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges and consequently GST, hereafter mentioned.

7. WITHDRAWAL OF APPLICATION/CANCELLATION OF ALLOTMENT:

Unless a booking is carried out under a specified Scheme, upon withdrawal/cancellation of the booking by the Allottee (s), before issuance of allotment letter, the money paid by the allottee (s) shall be refunded to the Applicant within 30 working days from the date of receipt of application, without any interest and after deduction of GST at applicable rates and any other tax becoming applicable subsequently. All monies paid by the Entity on behalf of the Allottee(s) prior to such withdrawal/cancellation shall be non-refundable.

However, Application money paid for booking a property under a specified Scheme, where the prospective Buyer gets additional incentive in cash or kind, shall be non-refundable.

Applicants are free to withdraw their application and cancel their booking at any time even after issue of allotment letter, but before the possession of the apartment are made over. In that event the total deposit of installment paid by the allottee will be refunded without any interest and after deduction of service charge of 10% (Ten percent) of the property value (Flr cost) + applicable Taxes or service charges and the entire sum of GST paid on behalf of the allottee by the Entity. Any GST paid by the Entity on behalf of the Allottee(s) will not be refunded and would be adjusted against such refunds made. All such refunds to residents and Non-Residents Indians (NRI) / Foreign citizens of Indian Origin shall, however, be made in Indian Rupees within 30 days from the date of issuance of the cancellation letter. It is clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment on any grounds whatsoever.

8. PRICE & PAYMENT SCHEDULE:

Under Installment Payment Plan - Price indicated in the Payment Schedule (annexed separately) under Installment Payment Plan is firm and non-negotiable. This plan requires payment of allotment money and respective installments as indicated in the said schedule.

Prices in the above plan are exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like GST, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the allottees.

Allottee is liable to pay the **PLC (Prime Location Charges)** as mandatory charges along with the Base Price per sq.ft. area of the allotted Apartment/Unit.

The applicant shall continue to pay the agreed price in the manner mentioned in the payment plan, time being the essence of the contract. The applicant agrees and covenants not to claim any right or possession over and in respect of the said Apartment/Unit and Appurtenances till such time the applicant has paid the entire agreed price along with the Other Charges agreed to be paid or deposited under this Agreement.

After issuing Provisional Allotment Letter to all successful-eligible applicants an Agreement for Sale will be entered into by and between the Entity, as the Confirming Party and the Allottee, and the same will be registered with the appropriate Registry Office having jurisdiction over the said property and/or the Apartment/Unit. The Agreement for Sale will specify the particulars of development of the project including the specification and the Payment Schedule, according to which possession of the Apartment/Unit is to be handed over, the rates of interest payable by the Entity to the Allottee and the Allottee to the Entity, in case of default and each other particulars as may be prescribed therein in the Agreement for Sale.

On completion of different milestones, the Entity will issue Demand Letter to the Allottees for making payment. Timely payment of allotment money, installments and other applicable charges, shall be the essence of each transaction. It shall be incumbent on the Allottee(s) to comply with the terms of payment as stipulated herein in this document and in subsequent letters.

Stamp Duty, Registration fee, Commissioning fee, Copywriting fee, Standard user charges, Other incidental charges, any reimbursable expenses and/or any other Taxes existing or imposed in future by Government or any other Statutory/Appropriate Authorities whether prospectively or retrospectively as per statutory notifications shall be charged separately and recovered from the Allottee(s) for execution and registration of Agreement for Sale and Deed of Conveyance. The same is also applicable in case of execution and registration of Deed of Declaration / Deed of Cancellation (if required).

Home Loan - If Allottee wants to avail the facility of Home loan and obtains the same from a Government Organization (in case of employee)/Nationalized/Multinational/Government approved Banks/Financial Institutions, however, the Entity shall not be held responsible for any delay in disbursement/rejection of Home loan by any Bank/Financial Institution for whatever reasons. It is the applicant's obligation to make the payment within prescribed time limit to the Entity.

9. DELAY IN PAYMENT & CANCELLATION:

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments/units, parking spaces and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction. Payment of allotment money is required to be made within the stipulated due date as mentioned in the provisional allotment letter. No extension of time will be allowed for payment of allotment money. In case allotment money is not paid within the due date, the Entity reserves the right to cancel the allotment without any reference to the allottee, and the application money would be refunded without any interest and after deduction of the service charges of 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges and the entire sum of GST paid on behalf of the Allottee by the Entity. The Allottee(s) agrees/ agree to make payment of the price and / or the installments on the due date in the manner mentioned in the provisional Allotment Letter. Any delay beyond the due date will attract interest @ 15% (Fifteen Percent) p.a. for the entire period of delay or up to the date of cancellation as the case may be. Post payments will not be accepted after the due dates. Any payment made would be first utilized by the Entity towards recovery of GST dues from the allottee(s) before carrying out adjustments against other dues. Unless, it has been waived or concessions given in writing, the Entity reserves the right to claim interest on delayed payment till the possession is handed over to the allottee for any period of

delay made at any point in time. In case of any delay the Entity reserves the right to cancel the Allotment, without any reference to the allottee. At such cancellation, out of total deposit or installments paid by the Allottee 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges will be deducted by way of service charges in addition to GST paid by the Entity heretofore mentioned. Thereafter overdue interest for the delay in payment of dues till the date of cancellation, would be recovered along with applicable tax thereon and the balance amount will be refunded to the Allottee without any interest on the amount paid by the allottee towards the property. All payments received will be first applied towards GST, applicable interest and other sums, if any due, and thereafter towards the principal amount against fit and car parking charges. On such cancellation, the allottee shall have no right, title, lien, claims or demands whatsoever against the allotted Apartment, Parking space and allied facilities. If any of the payments by drafts/pay orders/cheques made by the Allottee is dishonoured for any reason whatsoever, the Entity shall at its option be entitled either to cancel the Allotment and refund if any, all payments made by the Allottee without interest, after deducting the service charges @ 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges and the GST amount and amount of Bank Charges and applicable GST for each such dishonour of drafts/ pay orders/ cheques as may be decided by the Entity to be paid forthwith on demand.

10. POSSESSION:

The Entity shall make its best endeavour to deliver possession of the apartments to the allottees within estimated 34 (Twenty four) months from the date of signing the Agreement for Sale issued by the Entity, plus a grace period of 3 (Three) months.

All the above delivery is however subject to:

- (a) Receipts of all payments as stipulated in Allotment Letter no [•] dated [•] on due dates.
- (b) Receipts of all other charges due and payable on due dates.
- (c) Receipts towards Stamp Duty, Registration charges and any other Statutory charges and taxes, as applicable under the law and
- (d) Fulfillment of all the provisions of "General Terms and Conditions"

The Entity shall give notice ("notice of possession") to the Allottee regarding the date on and from which the Entity will start effecting possession of the Apartments/Units. The Allottee shall be required to take possession in person or through agent or attorney, who holds a Registered Power of Attorney on behalf of the Allottee, within 30 (Thirty) days from the issuance of "notice of possession", failing which it shall be deemed that possession of the Apartment/Unit has been deemed to have been delivered by the Entity to the Allottee(s) and a letter(s) has accepted possession of the apartment/unit. The Allottee of the Apartment will be liable to pay municipal and all other taxes, duties and impositions including maintenance charges as might be payable in respect of such Apartment/Unit from the date of delivery of possession or deemed possession to the Allottee. After taking physical possession or deemed possession of the Apartment/Unit, the Allottee shall not be entitled to put forward any claim against the Entity in respect of any item of work in the said Apartment/Unit which may be said not to have been carried out or completed. The Allottee(s) agrees/agree that the time as stipulated for delivery of the possession of Apartments/Unit to the Applicant, as stated in clause 9 above is subject to (a) "force majeure" which inter-alia includes delay on account of non-availability or irregular availability of essential inputs, other building materials, or water supply or sewerage disposal connection or electric power or slow down or strike by contractors/ construction agencies employed/ to be employed, litigation or civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/ clearance from statutory bodies or any notice, order, rules or notification of the government and / or Authority or mob violence, political disturbance which will compel the Entity to stop construction and upon happening of any of the aforesaid events, time of delivery of possession shall be automatically extended for the period during which construction could not be made by the Entity for the reasons stated above and (b) circumstances beyond the control of the Entity. The physical measurement of the Apartments/Unit and other area will be decided by the Architect and the same shall be final and binding on the Allottee(s).

11. COMPENSATION FOR DELAY IN POSSESSION:

If the Entity fails to deliver possession of the apartments/units to the allottees within the stipulated time (subject to the provisions as contained in clause 9 above except in cases where delivery of possession has been withheld by the Entity on any of the grounds or reasons stated in these General Terms and Conditions) and the Allottee has made all payments within the due dates, then it shall pay compensation to such allottees of the apartment/unit effective from the scheduled date of possession, inclusive of the grace period, till actual date of the delivery of possession of the apartments/units @ 10% per annum of the amount paid by the buyer towards apartment/unit price. However, the primary criteria for payment of compensation by the Entity are regular and timely payment of dues by the buyer, failing which compensation shall not be paid by the Entity.

12. CAR PARKING/TWO WHEELER PARKING SPACES:

A limited number of Parking spaces are proposed to be provided within the Complex. Car Parking Spaces will be provided only to the allottees if they have opted for the same. Each allotted parking space will entitle the allottee the right to park only one vehicle, against which the Allottee would have to pay a sum as per schedule above towards development of the Open & Covered Car Parking zone. In case of transfer of apartment/unit, the right to use the parking space shall be automatically transferred along with the apartment/unit. The right to use the parking space under no circumstance is separately transferable. This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided. The total number of available 4 wheeler car parking spaces are limited and will be determined at the time of completion of construction of the complex. In case the applications for allotment of parking spaces are more than the number of parking spaces available for allotment, the allotment will be made on the first-come-first-served basis, with the condition that the Apartment size is in excess of 700 Sq.ft. (Plinth area). Once the available parking spaces are booked, no further applications for allotment of parking spaces would be accepted. Earmarking of specific car parking spaces will be done in due course. The applicant, however, will be required to accept the decision of the Entity as final and binding. Unallotted parking space, if any, shall continue to remain the property and in possession of the Entity. It shall be the Entity's sole discretion to allot/use these un-allotted parking spaces as it may so decide. The total number of available parking spaces will be determined at the time of completion of the Complex.

13. DIESEL GENERATOR POWER BACKUP & TRANSFORMER INSTALLATION:

Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities including individual Apartments/Units at the complex. The DG will be operated initially by the Developer and subsequently by the body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. Applicants shall be provided DG power at their Apartment as per scheme to be formulated by the Entity and at additional charges to be paid as and when called for/demanded, inclusive of applicable GST.

In order to provide requisite infrastructure including installation of Transformers along with its related costs for providing electricity to the premises for the residents, the Developer shall call for additional charges to be paid, as and when called for/demanded, inclusive of applicable GST.

In this context, it is worth mentioning that **अभयमणि** being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, while the installation of the Transformer would be carried out in one plot of land, the Back-up Diesel Generator, would be installed in the other plot of land. However, residents of both plots of land would be uniformly eligible to the services/utilities of both the Transformer as well as the Generator. In the process, the overall cost of installation of the basic services and utilities would come down by avoiding duplication of costs, thereby benefiting the residents.

14. TRANSFER OF ALLOTMENT AND TRANSFER FEE:

At any time before registration of transfer documents in favour of the Allottee, an Allottee may transfer his right of allotment under the Allotment Letter in favour of any other person, subject to meeting the following conditions: (a) A transfer fee amounting to 5% (Five percent) of the total price of the Apartment/Unit is paid to the Entity along with applicable GST. In addition, the Allottee shall pay an additional documentation charge of Rs 10,000/- (Rupees Ten Thousand only) to the Entity along with applicable GST for effecting such transfer. However, no transfer fee shall be payable in case of a transfer to the spouse/children/parents of the Allottee. (b) The Allottee has paid all amounts due to the Entity as and when called for as per the Payment Plan, Schedule. (c) Payment of interest for delayed instalment payments, if any (d) No transfer will be allowed up to a period of 18 (Eighteen) months from the date of issuance of the Allotment letter. Transfer of apartment/unit after the Entity has executed the deed of conveyance of the apartment in favour of the allottee shall not be governed by this clause.

15. RECREATIONAL FACILITY:

A. The Entity proposes to set up Social and Sports/Recreational Facility (RF) namely Library, Gym, Indoor Games Zone. The RF shall be owned and managed by the Entity either by itself or through its nominated agency/association or by any separate independent body or entity, from the date of commencement of operation of the RF.

B. Allottee(s) will be given the option to apply for the RF membership on payment of membership fee to be decided at the time of offer of the same.

C. It is expected that the amenities at the RF are expected to be operational within 6 (Six) months from the date of completion of the whole complex of **अभयमणि**, that is complete handing over of all apartments/unit/amenities.

D. A detailed terms and conditions for using the RF shall be sent to the Allottee(s) before the RF is made operational.

E. As mentioned in 13 above, **अधामनि** being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, residents of both plots of land would be uniformly eligible to the Social and Sports/Recreational Facility (RF), without exception, although the RF would be set up on one of the land parcels. No discrimination on any account in granting RF membership to any resident, shall be entertained.

16. MULTIPURPOSE HALL:

A. There will be a Multipurpose Hall at the **अधामनि** Project.

B. The facility would be made available on a 'pay and use basis'. It is expected that the Multipurpose Hall is expected to be operational within 6 (Six) months from the date of completion of the whole complex of **अधामनि**, that is complete handing over of all apartments/units/amenities.

C. As mentioned in 13 above, **अधामनि** being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, residents of both plots of land would be uniformly eligible in availing the facility of the Multipurpose Hall, without exception, although the Multipurpose Hall would be set up on one of the land parcels. No discrimination on any account in denying its usage to any resident, shall be entertained.

17. COMMON AREAS & FACILITIES:

The common areas shall be ready for use as and when completed by the Entity and may continue even after the issuance of the Intimation for Possession. The allottee shall have no objection for the Entity to carrying out work in the common areas and facilities and other unfinished apartments/units after taking over possession of the said Apartment/Unit.

The Common areas and facilities of the Complex shall be handed over to a Body of the Owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the allottees are required to complete the formalities of becoming a member of such Body and also to comply with the Rules and Regulations for their membership of the said body, as instructed by the Entity. The Entity shall notify the detailed scheme to the allottees at the appropriate time so as to enable them to comply with the requirements of law. The Entity shall by itself or through its nominated agency maintain the common areas and facilities till such time the common areas and facilities of the complex is handed over to the body of the owners. For the first 3 (Three) years, the Allottees shall be required to pay to the Entity before taking possession of the apartment @ Rs 1,50/sq ft of plinth/floor area per month plus applicable taxes towards maintenance charges of the common areas, Common Area Electricity and cost of running DG back-up power, shall be payable separately, at actual. Any surplus/deficit arising there from shall be on account of the Entity. Upon expiry of aforesaid period of first 3 (Three) years, the resident will be required to pay the maintenance charges on the basis of applicable rates prevailing at that point in time. Electricity/Fuel charges incurred for maintenance of the common areas would be charged separately to the Allottees based on actual consumption, not included in the pre-determined 'per Square feet' rate, along with applicable GST thereon. On completion of all construction activities, management and maintenance of common areas shall be handed over by the Entity to the Body formed by the members, which shall thereafter be responsible for maintenance of common areas and facilities.

18. SCOPE OF COMMON AREA MAINTENANCE:

That the scope of Maintenance and general up-keep of various common services within the Building shall broadly include maintenance of Fire Fighting system/arrangement, Garbage disposal & upkeep of Common areas, Water supply pumping station, Sewerage disposal system, Common area lighting for the **अधामनि** Project, as also Operation and Maintenance of Lifts, Operation and Maintenance of Diesel Generators including fuels. The Services outside the Apartment/Unit but within the Complex shall also broadly include Maintaining, operating, replacing, repairing, painting, decorating, re-constructing and renovating of internal roads, pathways, boundary walls / Fencing, Erosion Control Amenities, Horticulture, Drainage system, Common Area lighting, Water supply, General Watch and Ward within the Complex. Limited power backup facility (wherever applicable) shall also be provided for lighting common areas, staircase, for lifts, for pump operation and the consumption charges thereof shall be included in the monthly maintenance bills which the Allottee(s) would be liable to pay either to the Entity or its nominated maintenance agency and then subsequently to the Apartment Owners' Association as and when it is formed. It would also include Municipal Tax, Land Revenue Surcharge, Water Tax and other levies in respect of the said Complex, salaries of and all other expenses on the staff to be deployed for the Common Purposes, viz. Manager, Back-office staff,

Security personnel, Sweepers, Housekeeping staff, Painters, Electricians, Cooks, etc. including their perquisites, bonus and other emoluments as stipulated by the Regulatory authorities.

19. STRUCTURAL DEFECT LIABILITY:

Structural Defect Liability shall mean any defects/damages caused to the structural members of the Towers, Common Areas due to poor workmanship or poor quality of material used or due to provisioning of Services in the Towers by reason of which the Allottee (s) is prevented from the use and enjoyment of the Residential Apartment/Unit or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee (s) of the Residential Apartments/Units or due to the following events:-

- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.

20. OTHER CHARGES

Caution Deposit: Every Allottee shall pay a caution deposit of **Rs 10,000/-** in case of 1BHK Apartments/Units and **Rs 18,000/-** for 2 BHK Apartments/Units and is payable as and when called for/demanded. The Entity reserves the right to utilize this deposit to adjust any legally realizable dues from the allottee on account of maintenance charges or electricity charges or any other charges/ deposits relating to maintenance and/or electricity supply or any other unforeseen statutory levy. The deposit, after adjustment of dues, if any, will be refunded by the Entity to the body formed by the members, without any interest at the time of handing over the maintenance and management of the Complex.

Electrical Infrastructure cost & Security Deposits: Deposits paid by the Entity to the Agency supplying Electrical power for common meters of respective units, would be recovered from the Owners' Association, once formed and adjusted against Caution Deposit payable to the Association, indicated above.

The requisite amount paid by the Entity to Agency supplying Electrical power and/or other agencies for providing requisite infrastructure including Transformers along with related costs for providing electricity back-up power to the premises for the residents including the common facilities and amenities shall be borne and payable by the allottees in proportion of the plot/floor area of their respective units, calculated at **Rs 65/- per Sq. ft of Plot/Floor area plus applicable taxes.**

Formation of Association charges: Every Allottee shall pay a sum of **Rs 2,000/- (Rupees Two Thousand only)** plus applicable taxes, towards costs to be incurred for the formation of the Residents' Association. The Entity shall recover such sums at the time of collecting the possession dues.

21. DOCUMENTATION:

A. It will be Entity's endeavor to execute and register the Deed of Conveyance in respect of the apartments/units within the Complex in favour of the Purchaser before/during handing over possession of the apartment/unit. The Deed of Conveyance will be drafted by the Advocates of the Entity. No request for any changes whatsoever, in the Deed of Conveyance will be entertained.

B. The Allottees will be required to pay, on demand, to the Entity or to the Concerned Authorities, as may be so decided by the Entity, the applicable stamp duty, registration charges and any other statutory charges for registration of the Deed of Conveyance of their respective apartments/units.

C. In case, the Entity is ready and willing to execute and register the deed of conveyance before handing over possession of the apartment/unit and the Allottee fails or neglects to get the deed of conveyance registered within the date notified, physical possession of the apartment/unit to the Allottee may be withheld by the Entity and a **penalty of Rs 2,000/- per month** will be recovered by the Entity from the Allottee till the month in which the registration of the deed of conveyance is completed. The Entity may exercise its right to cancel the allotment in case the Allottee fails to have the conveyance deed registered within one year from the date notified to the Allottee. Upon such cancellation, the amounts received from the Allottee will be refunded without any interest, but after deduction of applicable service charges as stated in Clause 9 above.

In the event that after the handover of possession, the Allottee intends to carry out a Resale of the property booked in his/her name, subject to fulfillment of all other conditions of transfer of property laid down as above, the new Allottee to such Resale transaction would have to mandatorily carry out registration of the deed of conveyance simultaneously with the process of transfer and not keep the conveyance process in abeyance to be carried out at a later date.

- D. Each Allottee will be required to pay to the Entity documentation charges amounting to 1% of the property value plus applicable taxes to facilitate the execution and registration of the Deed of Conveyance.

The execution and registration of the Deed of Conveyance shall be carried out by way of Commissioning at our office premises on a date and time to be communicated in advance. All such costs of commissioning shall be borne by the Purchaser.

- E. After issuance of the allotment letter any subsequent changes/ amendments/ modifications effected in the clauses of the Allotment letter issued to the Allottees, based on requests for such changes/ amendments/ modifications of any nature whatsoever received from time to time - necessitating change in the documentation process, may be entertained at the discretion of the Entity on payment of an extra charge of Rs.2,000/- on each such instance. GST, would be levied on such charges extra at the applicable rates. Such sums would have to be paid separately to the Entity, before carrying out any such change.
- F. A Declaration cum Indemnity Bond would be required to be executed by the allottees, on stamp paper, duly notarized, for enabling the Entity to carry out ongoing construction activities.

11. GENERAL:

- (a) It is understood that the applicant has applied for allotment of Apartments/Units with full knowledge of all the laws/notifications and rules applicable to the project area including General Terms and Conditions herein contained, which have been fully understood by the applicant(s). It is further understood that the applicant has fully satisfied himself/herself about the right, interest and/or the title of the Entity in the project land on which the apartments will be/are being constructed.
- (b) Applicant has understood that the Unit booked can be used only for residential purposes and for no other purposes.
- (c) The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to his allotment and to do all acts, deeds and things as Entity may require in the interest of the Complex and Apartment Owners. In case of Joint Allottees, any document signed/accepted/acknowledged by any one of the allottees shall be binding upon the other Allottee.
- (d) The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and will remain so till such time a formal Deed of Conveyance is executed and registered in favour of the allottees for their respective apartments/units. However the provisional allotment shall be subject to timely payment of the total price and all related dues to the Entity.
- (e) The Entity reserves the right to create mortgage/ charge over and in respect of Complex to secure finance to be obtained by the Entity from any Bank, Financial Institution or any person or Entity. However, on or before the execution and registration of the Deed of Conveyance, the apartment/unit will be free from all encumbrances, charges, liens, attachments, dependents.
- (f) The Entity will have the right to decide which block to construct first. All the blocks may not be constructed simultaneously. The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the apartment(s) as shown in the accompanying brochures are tentative and are subject to variation. The Entity may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit or as may be directed by any competent authorities. Such alterations may include change in location, increase or decrease in the area of the Apartment, number of Apartment(s) floors, buildings or towers. No complaint regarding design, layout and accommodation shall be entertained by the Entity.
- (g) In the event of paucity or non-availability of any material/article, the Entity may use alternative material/article of similar quality. Decision of the Entity on such changes shall be final.
- (h) The Allottee further acknowledges and accepts that **सध्याग्राम** residential complex at Madhyamgram, is being developed in phases and the Allottee shall not raise any objection and

impediment to the same or to the sharing of the common areas, facilities and benefits with the other buyers/lessees/licensees/ occupants in such manner as the Entity shall determine. The Allottee accepts that the common areas, infrastructure and facilities of **सहायिणी** may not be complete and/or operational as on the date of possession referred to herein.

- (f) The Entity will not entertain any request for modifications in the internal layouts, fittings/floorings, etc. of the apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of the apartment/unit shall be considered by the Entity in case the allottees want (with prior written approval/consent of the Entity) to do some works/ install some different fittings/ floorings, etc. on his/her own within the apartment/unit and request the Entity not to do such work/ install fittings/floorings, etc. within the apartment.
- (g) No request for any discount on any account whatsoever will be entertained by the Entity.
- (h) After delivery of physical possession or the deemed date of possession, whichever is earlier, the allottee shall be liable to pay to the Entity / any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit pertaining to the apartment/unit wholly and for the common areas proportionately.
- (i) The Terms and Conditions contained here shall be deemed to form part of the Application made by the intending Allottee and all Allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying brochures, leaflets and inserts, EXCEPT the Application Form along with the General Terms and Conditions contained in the application kit, are not legal documents and are for information only.
- (j) All correspondence will be made with applicants at the 'correspondence address' on the Entity's record initially indicated in the Application Form, unless changed. In case there is a joint allottee, all communications shall be sent by the Entity to the allottee whose name appears first and at the address given by him / her for mailing which shall, for all purposes, be considered as served on both the Allottees.
- (k) The Entity may at its sole discretion change, add, delete, alter or relax any of the terms and conditions stated herein.
- (l) Notwithstanding anything contained herein, in the event that any of the provisions contained in the General Terms and Conditions are contradictory to those contained in the Conveyance Deed, the provisions contained in the Conveyance Deed shall prevail and be binding on the Allottee/s.

13. JURISDICTION AND ARBITRATION:

The acceptance of Allotment letter by the Allottee shall be subjected to these terms and conditions and shall be binding on both the parties, and the legal relationship between the Allottee and the Entity shall be governed by the laws of India and all disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.

All disputes or differences relating to or arising out of or in connection with the Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties, failing which the matter shall be referred to the sole arbitration of the Proprietor of the Entity, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, whose decision shall be final and binding upon both the parties.

DECLARATIONS:

I / We solemnly declare that:

- a. I/We have read and understood the General Terms and Conditions and agree to abide by them.
- b. I/We also undertake to comply with all the terms and conditions of the Allotment letter to be issued by CA INFRACON and accepted by me/us.
- c. All the above information furnished by me / us are true to the best of my / our knowledge and belief and nothing relevant has been concealed or suppressed.
- d. I/We undertake to inform CA INFRACON in writing any changes in particulars furnished in this application that may occur in future.
- e. I/We understand that CA INFRACON reserves the right to allocate different flat(s) with mutual consent (reject any special requests made by me/us or reject the application for allotment of apartment without assigning any reason and refund the money to me/us as per terms and conditions stated in the General Terms and Conditions).

Signature of Sole Applicant / First Applicant/ Authorized Signatory / Karta of HUF	Signature of Joint Applicant
Date:	Date:
Place:	Place:

(Note: Please affix Seal in case the applicant is a Entity/Firm)

Signature of the representative of the Entity/ Marketing Agency Name Marketing Agency Date:	

DEED OF CONVEYANCE

THIS indenture is made on this theday of 2010 (Two Thousand Eighteen)
A.D.

AMONGST

- 1. SRI KAJAL KANTI MAHAJAN, 2. SRI KANCHAN MAHAJAN, 3. SRI RATAN KANTI MAHAJAN, 4. SRI CHANDAN KANTI MAHAJAN, all are sons of Late Gopal Mahajan, 5. SMT. SIKHA BISWAS (MAHAJAN),** Wife of Sri Babul Biswas, daughter of Late Gopal Mahajan, all are residing at Badu Road, P.O.- Alkadpur, P.S.- Madhyangram, Kolkata-700155. Dist.- North 24 Parganas, all are by faith Hindu, by Nationality Indian, by Occupation- No.1 to No. 4 - Business, No.5 - Homemaker, hereinafter called the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) both of the **ONE PART**.

The Vendors/Owners are represented by their Constituted Attorney **SRI KOUSHIK CHAKRABORTY**, son of Late Pinaki Chakraborty, residing at Flat No.- 13-14B, H.I.G. Tower-4, Action Area- 2-D, New Town, P.O. & P.S.- Newtown, Kolkata-700156, Dist. North 24 Parganas, by faith-Hindu, by Nationality- Indian, by occupation- Business, (by virtue of a Development Power of Attorney after execution and registration of Development Agreement dated 31.05.2010 registered in the office of A.D.S.R Barasat recorded in Book No- L, Volume No.- 1503-2018, Pages- 118880 to 118918 Being No.- 150303808 for the year 2018).

AND

PURCHASER(s) son/daughter/wife of
address, P.O.-, P.S.-, Dist-.....,
PIN....., by Faith, by Nationality Indian, by Occupation-, hereinafter
called and referred to as the "**PURCHASER**" (which term or expression shall unless exclude by
or repugnant to the context be deemed to mean and include his/her/their heirs, executors,
administrators, legal representatives and assigns) of the **SECOND PART**.

AND

DEVELOPER: C. A. INFRACON, a Proprietorship Firm having its head office at 751, Jecora
Road, P.O.- Bangur Avenue, P.S.- Lake Town, Kolkata – 700 055, District :- North 24 Parganas
and also having its marketing office at R. D. B. BOULEVARD, 9th Floor, Office no.- 802, Plot- K-1,
Sector- V, Block- E.P. & G.P, Salt Lake City, Kol- 700091, Dist. North 24 Parganas, represented
by its proprietor **SRI KOUSHIK CHAKRABORTY**, son of Late Pinaki Chakraborty,
residing at Flat No.- 13-14B, H.I.G. Tower-4, Action Area- 2-D, New Town, P.O.&
P.S.- Newtown, Kolkata-700156, Dist. North 24 Parganas, by faith-Hindu, by Nationality-
Indian, by occupation- Business, hereinafter called and referred to as the **DEVELOPER** (which
term or expression shall unless excluded by or repugnant to the context be deemed to mean and
include his heirs, successors, executors, administrators, legal representatives and assigns) of the
THIRD PART.

WHEREAS all that piece and parcel of landed property admeasuring an area of 50 Decimal
equivalent to 30 Cottahs 5 Chittackies 33 Sq. Ft. comprised in Pargana- Anwarpur, Touzi No. 145,
J.L. No.- 53, Re. Su. No.- 35 situated at **Mouza Abdalpur** under L.R. Khatian No.- 29 appertaining
to L.R. Dag No.- 464 was jointly owned and possessed by Ram Nibas Sanyal and others.

AND WHEREAS by virtue of a Deed of Conveyance dated 14.04.1980 registered in the office of
S.R. Barasat recorded in Book No.- L, Vol. No.- 27, Pages- from 57 to 59, Being No.- 972 for the
year 1980 for the consideration therein mentioned aforesaid Ram Nibas Sanyal and others
jointly sold, granted, transferred and conveyed aforementioned 50 Decimals of landed property
in favour of Gopal Mahajan, the predecessor of the present owners herein.

AND WHEREAS while enjoying uninterrupted right, title and interest on the aforesaid 50
Decimal of landed property said Gopal Mahajan mutated his name with the office of R.L. & L.R.O,
Barasat-II, under L.R. Khatian No.- 1007 as property of aforesaid L.R. Dag No.- 464.

AND WHEREAS while in absolute possession of the aforesaid landed property by virtue of a
Deed of Gift dated 13.08.2003 registered in the office of D.S.R- II, North 24 Parganas at Barasat,
recorded in Book No.- L, Vol. No.- 157, Pages- from 360 to 374, Being No.- 05644 for the year
2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05

Cottahs 06 Chittacks in favour of one of his son Kajal Kanti Mahajan, the Owner No.1 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Kajal Kanti Mahajan mutated his name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 1028 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/2, Badu Road under present Ward No.- 4.

AND WHEREAS while having peaceful uninterrupted possession in the rest of the landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages - from 331 to 344, Being No.- 05642 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 05 Chittacks in favour of one of his son Kanchan Mahajan, the Owner No.2 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Kanchan Mahajan mutated his name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 3858 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/6, Badu Road under present Ward No.- 4.

AND WHEREAS while in absolute possession in the rest portion of the aforesaid landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages- from 345 to 359, Being No.- 05643 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 06 Chittacks in favour of one of his son Ratan Kanti Mahajan, the Owner No.3 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Ratan Kanti Mahajan mutated his name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 3012 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/4, Badu Road under present Ward No.- 4.

AND WHEREAS while in absolute possession in the rest portion of the aforesaid landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages- from 375 to 389, Being No.- 05645 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 06 Chittacks in favour of one of his son Chandan Kanti Mahajan, the Owner No.4 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Chandan Kanti Mahajan mutated his name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 3013 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/3, Badu Road under present Ward No.- 4.

AND WHEREAS another piece and parcel of landed property admeasuring an area of 37 Decimal equivalent to 22 Cottahs 06 Chittacks 35 Sq. Ft. a little more or less comprised in Pargana-

Anwarpur, Touzi No. 146, IL No.- 53, Re. Su. No.- 35 situated at **Mouza Abdalpur** under L.R. Khatian No.- 545 appertaining to L.R. Dag No.- 431 was jointly owned and possessed by Ram Nibas Sanyal and others.

AND WHEREAS by virtue of a Deed of Conveyance dated 14.02.1980 registered in office of S.R. Barasat recorded in Book No.- I Vol. No.- 09, Pages- from 279 to 281, Being No.- 968 for the year 1980 for the consideration therein mentioned said Ram Nibas Sanyal and others jointly sold, granted, transferred and conveyed the said 37 Decimal of landed property in favour of Parul Rani Mahajan, the predecessor of the present owners herein.

AND WHEREAS after having purchased the said 37 Decimal of landed property aforesaid Parul Rani Mahajan mutated her name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 1027 as property of L.R. Dag No.- 431.

AND WHEREAS while having absolutely seized and possessed the aforesaid 37 Decimal of landed property by virtue of a Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 238, Pages- from 01 to 10, Being No.- 08038 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his daughter-in-law namely Rita Mahajan and subsequently after getting the same from her mother-in-law she mutated her name with the office of B.L. & L.R.O, Barasat-II, under L.R. Khatian No.- 3015 as property of L.R. Dag No.- 431 and she also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while enjoying uninterrupted right, title and interest on the rest of the landed property by virtue of another Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 237, Pages- from 371 to 380, Being No.- 08035 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his grandson namely Rahul Mahajan and subsequently after getting the same from her grandmother he mutated her name with the office of B.L. & L.R.O, Barasat-II, under L.R. Khatian No.- 3016 as property of L.R. Dag No.- 431 and he also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while having seized and possessed the rest of the 37 Decimal of landed property by virtue of a Deed of Conveyance dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 238, Pages- from 11 to 23, Being No.- 08039 for the year 2003 for the consideration therein mentioned said Parul Rani Mahajan sold, granted, transferred and conveyed a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. in favour of Babul Biswas and subsequently after having purchased the same from Parul Rani Mahajan he mutated his name with the office of office of B.L. & L.R.O, Barasat-II, under L.R. Khatian No.- 3017 as property of L.R. Dag No.- 431 and he also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while enjoying free possession of the rest of the 37 Decimal of landed property by virtue of another Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 237, Pages- from 297 to 306, Being No.- 08030 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his daughter-in-law namely Awa Mahajan and subsequently after getting the same from her mother-in-law

she mutated her name with the office of B.L. & L.R.O. Barasat-IL under L.R. Khatian No.- 2655 as property of L.R. Dag No.- 431 and she also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while in absolute possession in the rest of 09 Cottahs 15 Chittacks 04 Sq. Ft. a specific portion of 06 Chittacks 22 Sq. Ft. of land was left out for the passage to access in the landed property retaining a specific portion of 09 Cottahs 08 Cottahs 27 Sq. Ft. for said Parul Rani Mahajan and subsequently she expired on 20.08.2005 leaving behind Kajal Kanti Mahajan, Kanchan Mahajan, Ratan Kanti Mahajan and Chandan Kanti Mahajan as her sons and Sikha Biswas (Mahajan) as her married daughter being her lawful legal heirs and successors.

AND WHEREAS thus the said Kajal Kanti Mahajan, Kanchan Mahajan, Ratan Kanti Mahajan, Chandan Kanti Mahajan and Sikha Biswas [Mahajan] became the joint owners of 31 Cottahs 27 Sq. Ft. of landed property more fully described in the schedule hereinafter written.

AND WHEREAS the present Owners have been enjoying their right, title and interest of the same without any hindrance or any interruption from and/or by any other person or persons and the land is free from all encumbrances they are desirous of developing the schedule property.

AND WHEREAS the OWNERS had approached the DEVELOPER to undertake the development of the aforesaid land demolishing the existing structure, to which the DEVELOPER has agreed for the terms & conditions therein mentioned and the same was registered on 31.05.2018 in the office of A.D.S.R Barasat, recorded in Book No.- I, Vol. No.- 1503-2018, Pages- from 117138 to 117179, Being No.- 150303800 for the year 2018.

AND WHEREAS the Owners herein also empowered the sole Proprietor of the Developer herein namely **Koushik Chakraborty**, as their Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 31.05.2018 before the office of A.D.S.R Barasat and recorded in Book No-1, Volume No.-1503-2018, Pages- 118880 to 118913 Being No.- 150303808 for the year 2018.

AND WHEREAS meanwhile the DEVELOPER got the building plan sanctioned from the local concerning municipal authority Madhyamgram Municipality as on 05/09/2018 vide Sanction Serial No.- COM-59/MM/2018-2019.

AND WHEREAS the proposed building has been named or known as "**□□□□□□□□**".

NOW THIS INDENTURE WITNESSETH that the Vendor and the Developer jointly have agreed to sell and the Purchaser[s] herein has/have agreed to purchase **ALL THAT** piece or parcel of FlatBlockcovered area Sq ft. Carpet area Sq ft. balcony / terrace area Sqft. having L.R. Khatian Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3058, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, with in the local limits of Madhyamgram Municipality, being a part or portion of the said Housing Complex known as **□□□□□□□□**, including divided, demarcated and separated portion of the land measuring an area of 30 Cottahs 5 Chittacks 33 Sq. Ft. a little more or less, comprised in comprised in Fargana- Anwarpur, Touxi No. 146, LL No.- 53, Re. Su. No.- 35 situated at **Mouza - Abdalpur**, under L.R. Khatian Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3058, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, within the local limits of Madhyamgram Municipality bearing holding No.- 107/2, 107/3, 107/4 & 107/6, Badu Road under present Ward No.- 04, in the District of North 24 Farganas together with all other common service areas, amenities and facilities appended thereto lying situate at within the limits of Madhyamgram Municipality particularly mentioned and described in the Second Schedule

hereunder written at or for the total consideration of Rs. (Rupees) only including 12% G.S.T., free from all encumbrances, charges, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS the Vendor and the Developer herein jointly have agreed to execute and register a Deed of Conveyance in favour of the Purchaser(s) herein in respect of the said L.R. Khatian Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, with in the local limits of Madhyamgram Municipality including an area of 30 Cents 5 Chittacks 33 Sq. Ft. more or less of the said Housing Complex together with all other common service areas, amenities and facilities appended thereto the said flat and premises more fully mentioned and described in the Second Schedule hereunder written at or for the said consideration money free from all encumbrances, charges, liens, lispendens, attachments, claims and demands in any manner whatsoever.

THIS INDENTURE FURTHERMORE WITNESSETH that in terms of the said Agreement and pursuant to the said Development Agreement and in consideration of the said sum of Rs. (Rupees) only including 12% G.S.T. paid by the Purchaser(s) to the Developer as per Memo of Consideration given hereunder at or before the execution of these presents, the receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge forever the Purchaser(s) and also the said flat, the Vendor and the Developer do and each of them doth by these presents indefeasibly grant, sell, transfer, convey, assign and assure unto and in favour of the said Purchaser(s) free from all encumbrances, charges, liens, lispendens, demands, claims and dues in any nature and other defects in title **ALL THAT** piece or parcel of the said Residential flat at 107/A, Badu Road, P.O. Abdulpur, P.S. Madhyamgram, Dist-North 24 Parganas, Kolkata-700155 L.R. Khatian Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, within the local limits of Madhyamgram Municipality described in the *Second Schedule* hereunder written, including the said divided, demarcated and separated land or ground together with all other common service areas, amenities and facilities appended thereto the said flat and premises lying situate at within the limits of L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, within the local limits of 107/A, Badu Road, P.O.-Abdulpur, P.S. Madhyamgram, Dist-North 24 Parganas, Kolkata-700155 Madhyamgram Municipality more particularly mentioned and described in the *First Schedule* hereunder written along with the proportionate right of all common doors, windows, fittings, fixtures both sanitary and electrical, all external drains, water courses together with the benefit of all ancient and other rights, liberties, easements, advantages, benefits, privileges and appurtenances belonging thereto the said flat and also the absolute and full liberty to the Purchaser(s), his/her/their servants, agents, employees, engineers and/or any person or persons authorized by him/her/them to use the common areas in common with other Co-Purchasers/Co-Owners of remaining flats and/or portions entitled to similar rights and privileges of using the main entrance, open space, staircase, lift, roof, parapet walls, landings, lobbies, submersible pump, gates, drains, overhead water tank, sewerage, septic tank, electrical circuit and other common parts and/or portions including all other easement and quasi-easement rights, privileges and appurtenances and other conveniences thereto bearing the necessary common expenses particularly mentioned and describe in the *Third Schedule* hereunder written for beneficial use and enjoyment of the said Plot and the said divided, demarcated and separated land and all other common service areas, amenities and facilities free from all encumbrances, charges, liens, lispendens and attachments whatsoever

TO HAVE AND TO HOLD POSSESS the said Plot together with the said divided, demarcated and separated land and all other common service areas, amenities and facilities whatsoever thereto the said Residential Flat and premises and all other rights hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be

unto and to the use of the said Purchaser(s) absolutely and forever AND the Vendor and the Developer do and each of them doth hereby covenant with the Purchaser(s) that notwithstanding any act, deed, matter or thing whatsoever by the Vendor and the Developer made, done, executed or knowingly suffered to the contrary they the Vendor and the Developer had at all times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said flat together with all other common service areas, amenities and facilities hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchaser(s) in the manner aforesaid free from all encumbrances whatsoever

AND THAT the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Plot and every part thereof together with the said divided, demarcated and separated land including all other common service areas, amenities and facilities belonging to the said Residential flat with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Plot or any part or every part thereof hereby conveyed incurring all necessary expenses fully described in the Third Schedule hereunder written and receive the rents, issues and profits thereof to and for his/her/their own use and benefits without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the said Vendor and the Developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them.

AND FURTHER the said Vendor and the Developer do and each of them doth hereby covenant with the Purchaser(s) that they have not done any act, matter, deed or thing whereby the said flat together including all other common service areas, amenities and facilities hereby granted, sold, transferred and conveyed unto and in favour of the Purchaser(s) had or have been encumbered wholly or in part and the Vendor and the Developer are whereby hindered from transferring and conveying the said Plot or any part thereof unto and in favour of the Purchaser(s) and have not transferred the said Plot or any part thereof to any one by any means in the manner aforesaid and the said Plot or any part thereof is not the subject matter of Civil or Criminal cases

AND THAT free and clear and freely and clearly absolutely acquitted, exonerated, discharged and released well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, expenses, debts, attachments and encumbrances whatsoever made or suffered by the Vendor and the Developer or any person or persons lawfully or equitably claiming as aforesaid

AND FURTHER THAT the Vendor and the Developer and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Residential flat or any part thereof from under or in trust for them the Vendor and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said divided, demarcated and separated land and the said Plot and every part thereof unto and in favour of the Purchaser(s) according to the true intent and meaning of these presents as shall or may be reasonably required

AND FURTHER MORE THAT the Vendor and the Developer shall at all times hereafter indemnify and keep indemnified the Purchaser(s) against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor and the Developer or any breach of the covenants herein under contained

AND THAT it is agreed by and between the Parties hereto that the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall not ask for or claim partition by metes and bounds of the said piece or parcel of land more particularly mentioned and described in the First Schedule hereunder written

AND FURTHER THAT the Purchaser(s) will be bound to join with the Association of Plot/Flat/Unit owners of the said for due maintenance and repairing of the external portion of the and premises and also cleaning and lighting the common passage of the said and proper running of the electric meter, electric motor for pumping water and other things used in common with other Plot/Flat/Unit owners and shall bear the proportionate costs and expenses of the same according to the decision of the Association and

THIS INDENTURE FURTHERMORE WITNESSETH that the physical peaceful possession of the said residential complex has been handed over by the Developer unto and in favour of the Purchaser(s) herein simultaneously upon execution of this Deed of Conveyance free from all encumbrances whatsoever on condition to complete the said flat with all common amenities and facilities in all respects at the cost of the Developer herein.

COMMON AREAS & FACILITIES:

The common areas shall be ready for use as and when completed by the Developer and shall be completed even after the issuance of the intimation for Possession. The residents shall have no objection for the entry to carrying out work in the common areas and facilities and other unfinished apartments/units after taking over possession of the said Apartment/Unit.

The Common areas and facilities of the Complex shall be handed over to a Body of the Owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the residents are required to complete the formalities of becoming a member of such Body and also to comply with the Rules and Regulations for their membership of the said body as instructed by the Developer. The Developer shall notify the detailed scheme to the residents at the appropriate time so as to enable them to comply with the requirements of law. The Developer shall by itself or through its nominated agency maintain the common areas and facilities till such time the common areas and facilities of the complex is handed over to a Body of the Owners. For the first; **3 (Three) years**, the Purchasers shall be required to pay to the Developer before taking possession of the apartment @ **Rs 1.50/sq ft of plinth/floor area per month plus applicable taxes** towards maintenance charges of the common areas. Common Area Electricity and cost of running DG back-up power, shall be payable separately, at actual. Any surplus/deficit arising there from shall be on account of the Developer. Upon expiry of aforesaid period of first 3 (Three) years, the resident will be required to pay the maintenance charges on the basis of applicable rates prevailing at that point in time. Electricity/Fuel charges incurred for maintenance of the common areas would be charged separately to the residents based on actual consumption, not included in the pre-determined "per Square feet" rate, along with applicable GST thereon. On completion of all construction activities, management and maintenance of common areas shall be handed over by the Developer to the Body formed by the members, which shall thereafter be responsible for maintenance of common areas and facilities.

SCOPE OF MAINTENANCE:

That the scope of Maintenance and general upkeep of various common services within the Building shall broadly include maintenance of Fire Fighting system/ arrangement, Garbage disposal & upkeep of Common areas, Water supply pumping station, Sewerage disposal system, Common area lighting for the □□□□□□ Project, as also Operation and Maintenance of Lifts, Operation and Maintenance of Diesel Generators including fuels. The Services outside the Apartment/Unit but within the Complex shall also broadly include Maintaining, operating, replacing, repairing, painting, decorating, re-constructing and renovating of internal roads, pathways, boundary walls / Fencing, Roof top Amenities, Horticulture, Drainage system, Common Area lighting, Water supply, General Watch and ward within the Complex. Limited power (backup facility (wherever applicable) shall also be provided for lighting common areas, stair case, for lifts, for pump operation and the consumption charges thereof shall be included in the monthly maintenance bills which the Residents would be liable to pay either to the Developer or its nominated maintenance agency and then subsequently to the Apartment Owner's Association as and when it is formed. Municipal Tax, Land Revenue, Surcharge, Water

Tax and other levies in respect of the said Complex. Salaries of and all other expenses on the staff to be deployed for the Common Purposes, viz. Manager, Back-office staff, Security personnel, Sweepers, Housekeeping staff, Plumbers, Electricians, Gardeners, etc. Including their perquisites, bonus and other emoluments as stipulated by the Regulatory authorities.

RECREATIONAL FACILITY:

- A. The Developer proposes to set up Social and Sports/Recreational Facility (RF) namely Library, Gym, Indoor Games Zone. The RF shall be owned and managed by the Developer either by itself or through its nominated agency/association or by any separate independent body or entity, from the date of commencement of operation of the RF.
- B. Residents will be given the option to apply for the RF membership on payment of membership fee to be decided at the time of offer of the same.
- C. It is expected that the amenities at the RF are expected to be operational within 6 (Six) months from the date of completion of the whole complex of the □□□□□□, that is complete handing over of all apartments/units/amenities.
- D. A detailed terms and conditions for using the RF shall be sent to the Residents before the RF is made operational.

MULTIPURPOSE HALL:

- A. There will be a Multipurpose Hall at the □□□□□□□□ Project.
- B. The facility would be made available on a pay and use basis. It is expected that the Multipurpose Hall is expected to be operational within 6 (Six) months from the date of completion of the whole complex of the □□□□□□□□, that is complete handing over of all apartments/units/amenities.

CAR PARKING/TWO WHEELER PARKING SPACES:

Each allotted parking space will entitle the Purchaser the right to park only one vehicle, against which the Purchaser has paid a sum as per schedules above towards development of the Open & Covered Car Parking zone. In case of transfer of apartment/unit, the right to use the parking space shall be automatically transferred along with the apartment/unit. The right to use the parking space under no circumstance is separately transferable. This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided. The total number of available car parking spaces will be determined at the time of completion of construction of the complex. In case the applications for allotment of parking spaces are more than the number of parking spaces available for allotment, the allotment will be made on the first-come-first-served basis depending on the submission of the application form. Once the available parking spaces are booked, no further applications for allotment of parking spaces would be accepted. Earmarking of specific car parking spaces will be done in due course. Un-allotted parking space, if any, shall continue to remain the property and in possession of the Developer. It shall be the Developer's sole discretion to allot/ use these un-allotted parking spaces as it may so decide. The total number of available parking spaces will be determined at the time of completion of the Complex.

DIESEL GENERATOR POWER BACKUP:

Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities including individual Apartments/Units at the complex. The DG will be operated initially by the Developer/its nominated agency and subsequently by the Body of the Owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. Residents shall be provided DG power at their Apartment as per scheme to be formulated by the Developer and at additional charges to be paid at the time of payment of possession dues, plus applicable GST.

STRUCTURAL DEFECT LIABILITY:

Structural Defect Liability shall mean any defects/damages caused to the structural members of the Towers, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Towers by reason of which the Resident (s) is prevented from the use and enjoyment of the Residential Apartment/Unit or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Resident (s) of the Residential Apartments/Units or due to the following events:-

- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

OTHER CHARGES:

Caution Deposit: Every Purchaser has already paid a caution deposit of Rs 10,000/- in case of 1BHK Apartments/Units and Rs 18,000/- for 2 BHK Apartments/Units. The Developer reserves the right to utilize this deposit to adjust any legally realizable dues from the Purchaser on account of maintenance charges or electricity charges or any other charges/ deposits relating to maintenance and/or electricity supply or any other unforeseen statutory levy. The deposit, after adjustment of dues, if any, will be refunded by the Developer to the Body formed by the members, without any interest at the time of handing over the maintenance and management of the Complex.

Electrical Infrastructure cost & Security Deposits: Deposits paid by the Developer to the Agency supplying Electrical power for common meters of respective Units, would be recovered from the Owners' Association, once formed and adjusted against Caution Deposit payable to the Association, indicated above.

The requisite amount paid by the Developer to Agency supplying Electrical power and/or other agencies for providing requisite infrastructure along with related costs for providing electricity back-up power to the premises for the residents including the common facilities and amenities shall be borne and payable by the residents in proportion of the plinth/floor area of their respective units, calculated at Rs 65/- per Sqft of Plinth/Floor area plus applicable taxes.

(THE SAID PROPERTY)

ALL THAT piece or parcel of FlatBlockcovered area Sq.ft.
Carpet area Sq.ft. balcony / terrace area Sq.ft. having L.R. Khatian
Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013
appertaining to L.R. Dag Nos.- 464 & 431, with in the local limits of Madhyamgram Municipality,
being a part or portion of the said Housing Complex known as □□□□□□, including divided
demarcated and separated portion of the land measuring an area of 30 Cottahs 5 Chittacks 33 Sq. Ft. a
little more or less, comprised in comprised in Pargana- Anwarpur, Touzi No. 146, J.L. No- 53, Re. Su.
No.- 35 situated at **Mouza - Abdalpur**, under L.R. Khatian Nos.- 29 & 545 corresponding to
Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431,
within the local limits of Madhyamgram Municipality bearing holding No.- 107/2, 107/3, 107/4
& 107/6, Badu Road under present Ward No.- 04, in the District of North 24 Parganas together
with all other common service areas, amenities and facilities appended thereto lying situate at
within the limits of Madhyamgram Municipality

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece and parcel of **30 Cottahs 5 Chittacks 33 Sq. Ft.** a little more or less of landed
property along-with proposed multistoried structures to be constructed in several blocks namely
□□□□□□□, comprised in comprised in Pargana- Anwarpur, Touzi No. 146, J.L. No- 53, Re. Su.
No.- 35 situated at **Mouza - Abdalpur**, under L.R. Khatian Nos.- 29 & 545, corresponding to Hal L.R.
Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, with in the
local limits of Madhyamgram Municipality bearing holding No.- 107/2, 107/3, 107/4 & 107/6,
Badu Road under present Ward No.- 04, in the District of North 24 Parganas.

The aforesaid property is butted and bounded by

ON THE NORTH	: Property of Dag Nos.- 431 & 461.
ON THE SOUTH	: Feet Wide Badu Road.
ON THE EAST	: 16 Feet wide Badu Road.
ON THE WEST	: Other's property.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

The Common expenses that are incurred for day-to-day maintenance of the common areas
& facilities include the following:

- Supply, operation & maintenance of common utilities.
- Electricity consumed for operation of common lighting machineries & equipments of the Buildings/Complex, road network, STP, etc.
- Maintaining, operating, replacing, repairing, painting, decorating, re-constructing and renovating the Common Portions, road network, STP, etc.
- Running & operating all machineries, equipments and installations comprised in the Common Portions including Diesel Generators, changeover switch, pump and other common installations including their license fees, taxes & other levies and expenses

ancillary or incidental thereto and the lights of the Common Portions and the road network.

- Operating and maintaining the Fire-Fighting equipments, ancillaries and personnel.
- Panchayet Tax, Land Revenue, Surcharge, Water Tax and other levies in respect of the said Building and the said Complex.
- Salaries of and all other expenses on the staff to be deployed for the Common Purposes, viz. Manager, Back-office staff, Security personnel, Sweepers, Housekeeping staff, Plumbers, Electricians, Gardeners, etc. including their perquisites, bonus and other emoluments as stipulated by the Regulatory authorities.
- All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

Other Charges payable at the time of completion of Unit (excl. Apartment, Car Parking charges, if any, Common Amenities charges, Transformer & DG charges)	
Other charges	Amount
Upfront Maintenance charges for Three (03) years @ Rs. ... per Sq.ft. of built up area () per month - excluding common area Electricity charges and cost of running back-up DG power	---
Caution Deposit (refundable to the Association, once formed)	---
Association formation charges	---
Legal Fees/Documentation charges	---

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor at Kolkata

in presence of :-

1.

2.

.....
**As the constituted Attorney
of the Vendor**

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata

in presence of :-

1.

2.

.....
Signature of the Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser(s) at Kolkata

in presence of :-

1.

2.

.....
Signature of the Purchaser(s)

RECEIPT

RECEIVED on and from the within named Purchaser the within mentioned amount towards payment of consideration in full as per Memo hereunder written

Rs. (Rupees) only.

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Amount(in Rupees)
..../..../..
..../..../..
..../..../..
..../..../..
..../..../..
..../..../..
..../..../..
..../..../..
..../..../..
		TOTAL

Witness:

1.

2.

Signature of the Developer

Drafted by :-

Balika Bose

Advocate

District Judges Court,

North 24 Parganas Barasat

AGREEMENT FOR SALE

THIS Indenture is made on this the _____ day of _____, 2018 (Two Thousand Eighteen) A.D.

AMONGST

1. SRI RAJAL KANTI MAHAJAN, 2. SRI KANCHAN MAHAJAN, 3. SRI RATAN KANTI MAHAJAN, 4. SRI CHANDAN KANTI MAHAJAN, all persons of Late GopalMahajan, **5. SMT. SIKHA BISWAS (MAHAJAN)**, wife of Sri Babul Biswas, daughter of Late GopalMahajan, all are residing at Bacu Road, P.O.- Abdalpur, P.S.- Madhyangram, Kol.- 700155, Dist.- North 24 Parganas, all are by faith Hindu, by Nationality Indian, by Occupation- No 1 to No. 4 - Business, No.5- Homemaker, hereinafter called the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) both of the **ONE PART**.

The Vendors/owners are represented by their Constituted Attorney **SRI KUSHIK CHAKRABORTY**, son of Late PinakiChakraborty, residing at Flat No.- 13-14B, H.I.G. Tower-4, Action Area- 2-D, New Town, P.O. & P.S.- Newtown, Kolkata-700156, Dist. North 24 Parganas, by faith-Hindu, by Nationality- Indian, by occupation-Business.(by virtue of a Deve opment Power of Attorney after execution and registration of development agreement dated 31.05.2018 registered in the office of A.D.S.Barasat recorded in Book No- 1, Volume No.- 1503-2018, Pages- 118880 to 118918 Being No.- 150303803 for the year 2018).

AND

PURCHASER(s)..... son/daughter/wife ofaddress P.O.- P.S.-..... Dist.-..... PIN-..... by Faith, by Nationality Indian. by Occupation-, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include his/har/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

DEVELOPER, **C. A. INFRACON**, a Proprietorship Firm having its head office at 751, Jessore Road, P.O.- Bangur Avenue, P.S.- Lake Town, Kolkata – 700 055, District :- North 24 Parganas and also having its marketing office at R. D. B. BOULEVARD, 8th Floor, Office no.- 802, Plot- K-1, Sector- V, Block- F.P. & G.P., Salt Lake City, Kolkata – 700 091, Dist. - North 24 Parganas, represented by its proprietor **SRI KUSHIK CHAKRABORTY**, son of Late Pinaki Chakraborty, residing at Flat No.- 13-14B, H.I.G. Tower-4, Action Area- 2-D, New Town, P.O.& P.S.- Newtown.Kolkata-700156, Dist. North 24 Parganas, by faith-Hindu, by Nationality - Indian, by occupation- Business, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS all that piece and parcel of landed property admeasuring an area of 64 Decimal equivalent to 38 Cottahs 12 Chittacks 22 Sq. Ft. comprised in Pargana- Anwarpur, Touzi No. 146, J.L No.- 53, Re. Su. No.- 35 situated at **Mouze Abdalpur** under L.R. Khatian No.- 29 appertaining to L.R. Dag No.- 464 was jointly owned and possessed by Ram Nibas Sariya and others.

AND WHEREAS by virtue of a Deed of Conveyance dated 14.01.1980 registered in the office of S.R. Barasat recorded in Book No - , Vol. No.- 27, Pages- from 57 to 59, Being No.- 972 for the year 1980 for the consideration therein mentioned aforesaid Ram Nibas Sariya and others jointly sold, granted, transferred and conveyed aforementioned 64 Decimals of landed property in favour of Gopal Manjari, the predecessor of the present owners herein.

AND WHEREAS while enjoying uninterrupted right, title and interest on the aforesaid 64 Decimal of landed property said Gopal Mahajan mutated his name with the office of B.L. & L.R.O. Barasat II, under L.R. Khatian No.- 1007 as property of aforesaid L.R. Dag No.- 464.

AND WHEREAS while in absolute possession of the aforesaid landed property by virtue of a Deed of Gift dated 13.08.2003 registered in the office of D.S.R.- I, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages- from 360 to 374, Being No.- 05644 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 05 Chittacks in favour of one of his son Kajal Kanti Mahajan, the Owner No.1 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Kajal Kanti Mahajan mutated his name with the office of B.L. & L.R.O. Barasat- II, under L.R. Khatian No.- 1028 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/2, Badu Road under present Ward No.- 4.

AND WHEREAS while having peaceful uninterrupted possession in the rest of the landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No - I, Vol. No - 157, Pages - from 331 to 344, Being No.- 05642 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 06 Chittacks in favour of one of his son Kanchan Mahajan, the Owner No.2 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Kanchan Mahajan mutated his name with the office of B.L. & L.R.O. Barasat- II, under L.R. Khatian No.- 3858 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/6, Badu Road under present Ward No.- 4.

AND WHEREAS while in absolute possession in the rest portion of the aforesaid landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages- from 345 to 359, Being No.- 05643 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 06 Chittacks in favour of one of his son Ratan Kanti Mahajan, the Owner No.3 hereinto this indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Ratan Kanti Mahajan mutated his name with the office of B.L. & L.R.O. Barasat- II, under L.R. Khatian No.- 3012 as property of L.R. Dag No.- 464. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/4, Badu Road under present Ward No.- 4.

AND WHEREAS while in absolute possession in the rest portion of the aforesaid landed property by virtue of another Deed of Gift dated 13.08.2003 registered in the office of D.S.R. II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 157, Pages- from 375 to 389, Being No.- 05545 for the year 2003 out of natural love and affection said Gopal Mahajan gifted out a specific portion of 05 Cottahs 06 Chittacks in favour of one of his son Chandan Kanti Mahajan, the Owner No.4 herein to this Indenture.

AND WHEREAS while enjoying uninterrupted right, title and interest on the said landed property aforesaid Chandan Kanti Mahajan mutated his name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 3013 as property of L.R. Dag No.- 404. He also mutated his name with the office of Madhyamgram Municipality, bearing Holding No.- 107/3, Badu Road under present Ward No.- 4.

AND WHEREAS another piece and parcel of landed property measuring an area of 37 Decimal equivalent to 22 Cottahs 06 Chittacks 35 Sq. Ft. a little more or less comprised in Pargana- Anwarpur, Mouzi No. 146, J.L.No.- 53, Kc. Sd. No.- 35 situated at Mouza Abdalpur under L.R. Khatian No.- 545 appertaining to L.R. Dag No.- 431 was jointly owned and possessed by Ram Nibas Sanyal and others.

AND WHEREAS by virtue of a Deed of Conveyance dated 14.02.1980 registered in office of S.R. Barasat recorded in Book No.- I, Vol. No.- 00, Pages- from 279 to 281, Being No.- 968 for the year 1980 for the consideration therein mentioned said Ram Nibas Sanyal and others jointly sold, granted, transferred and conveyed the said 37 Decimal of landed property in favour of Parul Rani Mahajan, the predecessor of the present owners herein.

AND WHEREAS after having purchased the said 37 Decimal of landed property aforesaid Parul Rani Mahajan mutated her name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 1027 as property of L.R. Dag No.- 431.

AND WHEREAS while having absolutely seized and possessed the aforesaid 37 Decimal of landed property by virtue of a Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 238, Pages- from 01 to 10, Being No.- 08798 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his daughter-in-law namely Rita Mahajan and subsequently after getting the same from her mother-in-law she mutated her name with the office of B.L. & L.R.O, Barasat- II, under L.R. Khatian No.- 3015 as property of L.R. Dag No.- 431 and she also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while enjoying uninterrupted right, title and interest on the rest of the landed property by virtue of another Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 237, Pages-

from 371 to 380, Being No.- 08035 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his grandson namely Rahul Mahajan and subsequently after getting the same from her grandmother he mutated her name with the office of B.L. & L.R.O, Barasat-II, under L.R. Khatian No.- 3016 as property of L.R. Dag No.- 431 and he also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while having seized and possessed the rest of the 37 Decimal of landed property by virtue of a Deed of Conveyance dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 233, Pages- from 11 to 23, Being No.- 08039 for the year 2003 for the consideration therein mentioned said Parul Rani Mahajan sold, granted, transferred and conveyed a specific portion of 02 Cottahs 07 Chittacks 42 Sq. Ft. in favour of Babu Biswas and subsequently after having purchased the same from Parul Rani Mahajan he mutated his name with the office of office of B.L. & L.R.O. Barasat-II, under L.R. Khatian No.- 3017 as property of L.R. Dag No.- 431 and he also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while enjoying free possession of the rest of the 37 Decimal of landed property by virtue of another Deed of Gift dated 15.12.2003 registered in the office of D.S.R.- II, North 24 Parganas at Barasat, recorded in Book No.- I, Vol. No.- 237, Pages- from 297 to 306, Being No.- 08030 for the year 2003 out of natural love and affection said Parul Rani Mahajan gifted out a specific portion of 07 Cottahs 07 Chittacks 42 Sq. Ft. out of 37 Decimal in favour of his daughter in law namely Ava Mahajan and subsequently after getting the same from her mother-in-law she mutated her name with the office of B.L. & L.R.O. Barasat II, under L.R. Khatian No.- 2655 as property of L.R. Dag No.- 431 and she also mutated her name with the office of Madhyamgram Municipality under present Ward No.- 04.

AND WHEREAS while in absolute possession in the rest of 09 Cottahs 15 Chittacks 04 Sq. Ft. a specific portion of 00 Chittacks 22 Sq. Ft. of land was left out for the passage to access in the landed property retaining a specific portion of 09 Cottahs 08 Cottahs 27 Sq. Ft. for said Parul Rani Mahajan and subsequently she expired on 20.08.2005 leaving behind Kajal Kanti Mahajan, Kanchan Mahajan, Ratan Kanti Mahajan and Chandan Kanti Mahajan as her sons and Sikha Biswas (Mahajan) as her married daughter being her lawful legal heirs and successors.

AND WHEREAS thus the said Kajal Kanti Mahajan, Kanchan Mahajan, Ratan Kanti Mahajan, Chandan Kanti Mahajan and Sikha Biswas (Mahajan) became the joint owners of 31 Cottahs 27 Sq. Ft. of landed property more fully described in the schedule hereinafter written.

AND WHEREAS the present Owners have been enjoying their right, title and interest of the same without any hindrance or any interruption from and/or by any other person or

persons and the land is free from all encumbrances they are desirous of developing the schedule property.

AND WHEREAS the OWNERS had approached the DEVELOPER to undertake the development of the aforesaid land demolishing the existing structure, to which the DEVELOPER has agreed for the terms & conditions therein mentioned and the same was registered on 31.05.2018 in the office of A.D.S.R Barasat, recorded in Book No.- 1, Vol. No.- 1503-2018, Pages- from 117138 to 117179, Being No.- 150303800 for the year 2018.

AND WHEREAS the Owners herein also empowered the sole Proprietor of the Developer herein namely Koushik Chakraborty, as their Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 31.05.2018 before the office of A.D.S.R Barasat and recorded in Book No- 1, Volume No.- 1503-2018, Pages- 113880 to 118913 Being No.-150303808 for the year 2018.

AND WHEREAS meanwhile the DEVELOPER got the building plan sanctioned from the local concerning municipal authority Madhyamgram Municipality as on .../.../2018 vide Sanction Serial No-.....

AND WHEREAS the promoter has started the construction of the proposed building in accordance with the said plans with minor deviations.

AND WHEREAS the proposed building has been named or known as "□□□□□□□□",

GENERAL TERMS AND CONDITIONS

1. TERMS OF OFFER:

CA INFRACON (herein after referred to as the 'Entity') offers the following at □□□□□□□□, a residential project located at 107/A, Padma Road, P.O-Abdulpur, P.S. - Madhyamgram, District - North 24 Parganas, Kolkata -700 155 (These are being offered for allotment under following terms and conditions):

Types of Units/ Apartments	Structure	Description
1 BHK	Ground plus four storied building with walk up Staircases & Lifts	1-BHK Units / Apartments: (1Bedroom, Hall, Kitchen, Toilet, Verandah/Balcony)
2 BHK	Ground plus four storied building with walk up Staircases & Lifts	2-BHK Units / Apartments: (2 Bedrooms, Hall, Kitchen,

2. DEFINITIONS:

A. **Allotment:** This expression wherever used herein, shall always mean 'provisional allotment' and will remain so till such time a formal Agreement for Sale and Deed of Conveyance is executed and registered by the entity and the Allottee(s) for their respective Unit(s) / Apartment(s).

B. **Deemed Date of Possession:** The cut off date for taking possession of the apartment is within 2 months of the Occupancy Certificate/Partial Occupancy Certificate issued for the said apartment / unit or as mentioned in the Intimation for Possession, whichever is later.

C. **Roof** will mean the topmost accessible terrace of the building, which will be for the common use of all the Apartment / Unit Owners of that building. However, usage of the roof will be guided by the Rules and Regulations as decided by the Entity/the Apartment Owner's Association/Body.

D. **Date of Allotment** shall mean the date of issuance of the letter of Provisional Allotment, if not stated otherwise.

E. **The nomenclature of the Apartment/Unit:** Apartment/Unit number FLAT 3/2/B means it is in Block 3, 2nd Floor, Apartment namely B.

F. **"Plinth Area"** means built-up area of the Apartment/Unit + Proportionate share of common area in that floor + Area of extended spaces used for gardening/elevation features etc. in that Unit/Apartment.

G. **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment.

H. **"Developer's Advocate"** means Balaka Bose, Advocate District Judges' Court, North 24 Paraganas at Barasat.

3. WHO CAN APPLY?

A. Any person of the age of majority (18 years and above) competent to buy any property.

To be eligible, the applicant(s) must enclose the following documents: (i) Passport size photograph of the Applicant(s) /Registration Certificate in case of Entity / Firm (ii) Identity

Proof of signatory (ies) in the application. (iii) Residence proof of the Applicant(s). (Address Proof in case of Company / Firm)

B. Joint application by only one person is permitted if the applicants are members of the same family, which includes spouse, dependent parents and dependent children.

C. Other Entity (ies), which may be a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation along with a Board Resolution for a Body Corporate or copy of Registration Certificate along with Authorization letter of the Signatory (es) for Entity (ies) other than a Body Corporate is required).

4. APPLICATION PROCEDURE:

A. A person intending to acquire an apartment / unit will have to apply in the prescribed Application Form contained in the Application Kit. It is important that care is taken by the applicant to go through the terms and conditions herein, before filling in the Application Form.

B. The completed Application form duly filled and signed by the applicant(s) along with the bank draft/pay order/ account payee cheque drawn in favour of "**CA INFRACON**", payable at Kolkata for the amount of application money as shown in the Price & Payment Schedule (annexed separately), contained in the Application Kit. *The name and style of the beneficiary/ies to such payment/s, may get modified over time, which would be intimated in due course*

5. ALLOTMENT SCHEME/PROCEDURE:

The Apartments/Units will be allotted on the basis of first come first served basis within 30 (thirty) days from the date of receipt of applications after final inspection of the Application and other documents as may be submitted by the Applicant.

6. SCRUTINY, REJECTION AND REFUNDS:

Applications remaining incomplete or deficient in any respect and/or not accompanied by the required remittance is liable to be rejected at the sole discretion of the Entity. Applications containing information known to the applicant, as false, are liable to be summarily rejected and allotment shall stand cancelled at any point of time, even after the allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges and consequential GST, hereafter mentioned.

7. WITHDRAWAL OF APPLICATION/CANCELLATION OF ALLOTMENT:

Unless a booking is carried out under a **specified scheme**, upon withdrawal/ cancellation of the booking by the Allottee (s), before issuance of allotment letter, the money paid by the allottee (s) shall be refunded to the Applicant within 30 working days from the date of receipt of application without any interest and after deduction of G.S.T at applicable rates and any other tax becoming applicable subsequently. All monies paid by the Entity on behalf of the Allottee(s) prior to such withdrawal/cancellation shall be non-refundable.

However, Application money paid for booking a property under a specified Scheme, where the prospective Buyer gets additional incentive in cash or kind, shall be non-refundable.

Applicants are free to withdraw their application and cancel their booking at any time even after issue of allotment letter, but before the possession of the apartment is made over. In that event the total deposit of instalment paid by the allottee will be refunded without any interest and after deduction of service charge of 10% (Ten percent) of the amount paid till date + G.S.T at applicable rates and any other tax becoming applicable subsequently. All such refunds to residents and Non-Residents Indians (NR) / Foreign citizens of Indian Origin shall, however, be made in Indian Rupees within 30 days from the date of issuance of the cancellation letter. It is clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment on any grounds whatsoever.

8. PRICE & PAYMENT SCHEDULE:-

Under Installment Payment Plan - Price indicated in the Payment Schedule (annexed separately) under Installment Payment Plan is firm and non-escalable. This plan requires payment of allotment money and respective instalments as indicated in the said schedule.

Prices in the above plan are exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like GST, any other tax, both present and future, as may be applicable, shall be separately charged and recovered exclusively from the allottees.

Allottee is liable to pay the PLC (Prime Location Charges) as mandatory charges along with the Base Price per sq.ft. area of the allotted Apartment/Unit.

The applicant shall continue to pay the agreed price in the manner mentioned in the payment plan, time being the essence of the contract. The applicant agrees and covenants not to claim any right or possession over and in respect of the said Apartment/Unit and Appurtenances till such time the applicant has paid the entire agreed price along with the Other Charges agreed to be paid or deposited under this Agreement.

After issuing Provisional Allotment Letter to all successful/eligible applicants an Agreement for Sale will be entered into by and between the Entity, as the Confirming Party and the Allottee, and the same will be registered with the appropriate Registry Office having jurisdiction over the said property and/or the Apartment/Unit. The Agreement for Sale will specify the particulars of development of the project including the specification and the Payment Schedule, according to which possession of the Apartment/Unit is to be handed over, the rates of interest payable by the Entity to the Allottee and the Allottee to the Entity in case of default and such other particulars as may be prescribed therein in the Agreement for Sale.

On completion of different milestones, the entity will issue Demand Letter to the Allottees for making payment. Timely payment of allotment money, instalments and other applicable charges, shall be the essence of each payment. It shall be incumbent on the Allottee(s) to comply with the terms of payment as stipulated herein in this document and in subsequent letters.

Stamp Duty, Registration fee, Commissioning fee, Copywriting fee, Standard user charges, Other incidental charges/any reimbursable expenses and/or any other Taxes existing or imposed in future by Government or any other Statutory/Appropriate Authorities whether prospectively or retrospectively as per statutory notification shall be charged separately and recovered from the Allottee(s) for execution and registration of Agreement for Sale and Deed of Conveyance. The same is also applicable in case of execution and registration of Deed of Declaration / Deed of Cancellation (if required).

Home Loan – If Allottee wants to avail the facility of home loan and obtains the same from a Government Organization (in case of employee)/Nationalized/Multinational/Government approved Banks/Financial Institutions, however, the Entity shall not be held responsible for any delay in disbursement/rejection of Home loan by any Bank/Financial Institution for whatever reasons. It is the applicant's obligation to make the payment within prescribed time to the Entity.

9. DELAY IN PAYMENT & CANCELLATION:

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments/units, parking spaces and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction. Payment of allotment money is required to be made within the stipulated due date as mentioned in the provisional allotment letter. No extension of time will be allowed for payment of allotment money. In case allotment money is not paid within the due date, the Entity reserves the right to cancel the allotment without any reference to the allottee, and the application money would be refunded without any interest and after deduction of the service charges of 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges and the entire sum of GST paid on behalf of the Allottee by the Entity. The Allottee(s) agrees/ agree to make payment of the price and / or the installments on the due date in the manner mentioned in the provisional Allotment Letter. Any delay beyond the due date will attract interest @ 10% (Ten Percent) p.a. for the entire period of delay or up to the date of cancellation as the case may be. Part payments will not be accepted after the due dates. Any payment made would be first utilized by the Entity towards recovery of GST dues from the allottee(s) before carrying out adjustments against other dues. Unless, it has been waived or concessions given in writing, the Entity reserves the right to claim interest on delayed payment till the possession is handed over to the allottee for any period of delay made at any point in time. In case of any delay the Entity reserves the right to cancel the Allotment, without any reference to the allottee. At such cancellation, out of total deposit or installments paid by the Allottee 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges will be deducted by way of service charges in addition to GST paid by the Entity hereinbefore mentioned. Thereafter overdue interest for the delay in payment of dues till the date of cancellation, would be recovered along with applicable tax thereon and the balance amount will be refunded to the Allottee without any interest on the amount paid by the allottee towards the property. All payments received will be first applied towards GST, applicable interest and other sums, if any due, and thereafter towards

The principal amount against flat and car parking charges. On such cancellation, the allottee shall have no right, title, lien, claims or demands whatsoever against the allotted Apartment, Parking space and allied facilities. If any of the payments by drafts/pay orders/cheques made by the Allottee is dishonoured for any reason whatsoever, the Entity shall at its option be entitled either to cancel the Allotment and refund if any, all payments made by the Allottee without interest, after deducting the service charges @ 10% (Ten percent) of the property value (Flat cost) + applicable taxes on service charges and the GST amount and amount of Bank Charges and applicable GST for each such dishonour of drafts/ pay orders/ cheques as may be decided by the Entity to be paid forthwith on demand.

10. POSSESSION:

The Entity shall make its best endeavour to deliver possession of the apartments to the allottees within estimated 24 (Twenty Four) months from the date of signing the Agreement for Sale issued by the Entity, which shall be extended for a grace period of 3 (Three) months.

All the above delivery is however subject to:

- (a) Receipts of all payments as stipulated in Allotment Letter no [.....] dated [.....] on due dates.
- (b) Receipts of all other charges due and payable on due dates
- (c) Receipts towards Stamp Duty, Registration charges and any other Statutory charges and taxes, as applicable under the law and
- (d) Fulfilment of all the provisions of "General Terms and Conditions"

The Entity shall give notice ("notice of possession") to the Allottee regarding the date on and from which the Entity will start effecting possession of the Apartments/Units. The Allottee shall be required to take possession in person or through agent or attorney, who holds a Registered Power of Attorney on behalf of the Allottee, within 30 (Thirty) days from the issuance of "notice of possession", failing which it shall be deemed that possession of the Apartment/Unit has been deemed to have been delivered by the Entity to the Allottee(s) and allottee(s) has accepted possession of the apartment/unit. The Allottee of the Apartment will be liable to pay municipal and all other taxes, duties and impositions including maintenance charges as might be payable in respect of such Apartment/Unit from the date of delivery of possession or deemed possession to the Allottee. After taking physical possession or deemed possession of the Apartment/Unit, the Allottee shall not be entitled to put forward any claim against the Entity in respect of any item of work in the said Apartment/Unit which may be said not to have been carried out or completed. The Allottee(s) agrees/agree that the time as stipulated for delivery of the possession of Apartment/Unit to the Applicant, as stated in clause 9 above is subject to (a) "force majeure" which inter-alia includes delay on account of non-availability or irregular availability of essential inputs, other building materials, or water supply or sewerage disposal connection or electric power or slow down or strike by contractors/

construction agencies employed/ to be employed, litigation or civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/ clearance from statutory bodies or any notice, order, rules or notification of the government and / or Authority or mob violence, political disturbance which will compel the Entity to stop construction and upon happening of any of the aforesaid events, time of delivery of possession shall be automatically extended for the period during which construction could not be made by the Entity for the reasons stated above and (b) circumstances beyond the control of the Entity. The physical measurement of the Apartment/Unit and other area will be decided by the Architect and the same shall be final and binding on the Allottee(s)

11. ASSOCIATION FORMATION: After completion of sell out of all the units of the proposed building, all the Flat and other units owners shall form an Association and the said Association shall maintain and manage all Common Portions of the Said Building. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Association shall levy and collect the Common Expenses/Maintenance Charges, (3) the Purchaser shall be bound to pay the Common Expenses/Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Allottee and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association.

12. COMPENSATION FOR DELAY IN POSSESSION:

If the Entity fails to deliver possession of the apartments/units to the allottees within the stipulated time (subject to the provisions as contained in clause 9 above except in cases where delivery of possession has been withheld by the Entity on any of the grounds or reasons stated in these General Terms and Conditions) and the Allottee has made all payments within the due dates, then it shall pay compensation to such allottees of the apartment/unit effective from the scheduled date of possession, inclusive of the grace period, till actual date of the delivery of possession of the apartments/units @ 10% per annum of the amount paid by the buyer towards apartment/unit price. However, the primary criteria for payment of compensation by the Entity are regular and timely payment of dues by the buyer, failing which compensation shall not be paid by the Entity.

13. CAR PARKING/TWO WHEELER PARKING SPACES:

A limited number of Parking spaces are proposed to be provided within the Complex. Car Parking Spaces will be provided only to the allottees if they have opted for the same. Each allotted parking space will entitle the allottee the right to park only one vehicle, against which the Allottee would have to pay a sum as per schedules above towards development of the Open & Covered Car Parking zone. In case of transfer of apartment/unit, the right to use the parking space shall be automatically transferred along with the apartment/unit. The right to use the parking space under no circumstance is separately transferable. This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided. The total number of available car parking spaces will be determined at the time of completion of construction of the complex. In case the applications for allotment of parking spaces are more than the number of parking spaces

available for allotment, the allotment will be made on the first-come-first-served basis depending on the submission of the application form. Once the available parking spaces are booked, no further applications for allotment of parking spaces would be accepted. Earmarking of specific car parking spaces will be done in due course. If, after the above allocation some un-allotted car parking spaces are available, they will be offered to Allottees desiring additional car parking space on first-come-first-served basis. The applicant, however, will be required to accept the decision of the Entity as final and binding. Un-allotted parking space, if any, shall continue to remain the property and in possession of the Entity. It shall be the Entity's sole discretion to a lot/ use these un-allotted parking spaces as it may so decide. The total number of available parking spaces will be determined at the time of completion of the Complex.

14. DIESEL GENERATOR POWER BACKUP:

Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities including individual Apartments/Units at the complex. The DG will be operated initially by the Entity and subsequently by the body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. Applicants shall be provided DG power at their Apartment as per scheme to be formulated by the Entity and at additional charges to be paid at the time of payment of possession dues, plus applicable GST.

In order to provide requisite infrastructure including installation of Transformers along with its related costs for providing electricity to the premises for the residents, the Developer shall call for additional charges to be paid, as and when called for/demanded, inclusive of applicable GST.

In this context, it is worth mentioning that □□□□□□□□ being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, while the installation of the Transformer would be carried out in one plot of land, the Back-up Diesel Generator, would be installed in the other plot of land. However, residents of both plots of land would be uniformly eligible to the services/utilities of both the Transformer as well as the Generator. In the process, the overall cost of installation of the basic services and utilities would come down by avoiding duplication of costs, thereby benefitting the residents.

15. TRANSFER OF ALLOTMENT AND TRANSFER FEE:

At any time before registration of transfer documents in favour of the Allottee, an Allottee may transfer his right of allotment under the Allotment Letter in favour of any other person, subject to meeting the following conditions: (a) A transfer fee amounting to 5% (Five percent) of the total price of the Apartment/Unit is paid to the Entity along with applicable GST. In addition, the Allottee shall pay an additional documentation charge of Rs 10,000/- (Rupees Ten Thousand only) to the Entity along with applicable GST for effecting such transfer. However, no transfer fees shall be payable in case of a transfer to the spouse/children/parents of the Allottee. (b) The Allottee has paid all amounts due to the Entity as and when called for as per the Payment Plan Schedule. (c) Payment of interest for delayed installment payments, if any. (d) No transfer will be

allowed up to a period of **18 (Eighteen)** months from the date of issuance of the Allotment letter. Transfer of apartment/unit after the Entity has executed the deed of conveyance of the apartment in favour of the allottee shall not be governed by this clause.

16. RECREATIONAL FACILITY:

- A. The Entity proposes to set up Social and Sports/Recreational Facility (RF) namely Library, Gym, Indoor Games Zone. The RF shall be owned and managed by the Entity either by itself or through its nominated agency/association or by any separate independent body or entity, from the date of commencement of operation of the Rk.
- B. Allottee(s) will be given the option to apply for the RF membership on payment of membership fee to be decided at the time of offer of the same.
- C. It is expected that the amenities at the RF are expected to be operational within 6 (Six) months from the date of completion of the whole complex of □□□□□□□□, that is complete handing over of all apartments/units/amenities.
- D. A detailed terms and conditions for using the RF shall be sent to the Allottee(s) before the RF is made operational.
- E. As mentioned in 13 above, □□□□□□□□ being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, residents of both plots of land would be uniformly eligible to the Social and Sports/Recreational Facility (RF), without exception, although the RF would be set up on one of the land parcels. No discrimination on any account in granting R- membership to any resident, shall be entertained.

17. MULTIPURPOSE HALL:

- A. There will be a Multipurpose Hall at the □□□□□□□□ Project.
- B. The facility would be made available on a 'pay and use basis'. It is expected that the Multipurpose Hall is expected to be operational within 6 (Six) months from the date of completion of the whole complex of □□□□□□□□, that is complete handing over of all apartments/units/amenities.
- C. As mentioned in 13 above, □□□□□□□□ being a combined project that is being constructed in two adjacent plots of land parcel in separate phases, residents of both plots of land would be uniformly eligible in availing the facility of the Multipurpose Hall, without exception, although the Multipurpose Hall would be set up on one of the land parcels. No discrimination on any account in denying its usage to any resident, shall be entertained.

18. COMMON AREAS & FACILITIES:-

The common areas shall be ready for use as and when completed by the Entity and may continue even after the issuance of the intimation for Possession. The allottee shall have no objection for the Entity to carrying out work in the common areas and facilities and other unfinished apartments/units after taking over possession of the said Apartment/Unit.

The Common areas and facilities of the Complex shall be handed over to a Body of the Owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the allottees are required to complete the formalities of becoming a member of such body and also to comply with the Rules and Regulations for their membership of the said body, as instructed by the Entity. The Entity shall notify the detailed scheme to the allottees at the appropriate time so as to enable them to comply with the requirements of law. The Entity shall by itself or through its nominated agency maintain the common areas and facilities till such time the common areas and facilities of the complex is handed over to the body of the owners. For the first 3 (Three) years, the Allottees shall be required to pay to the Entity before taking possession of the apartment @ Rs 1.50/sq ft of plinth/floor area per month plus applicable taxes towards maintenance charges of the common areas. Common Area Electricity and cost of running DG back-up power, shall be payable separately, at actual. Any surplus/deficit arising there from shall be on account of the Entity. Upon expiry of aforesaid period of first 3 (Three) years, the resident will be required to pay the maintenance charges on the basis of applicable rates prevailing at that point in time. Electricity/fuel charges incurred for maintenance of the common areas would be charged separately to the Allottees based on actual consumption, not included in the pre-determined "per Square feet" rate, along with applicable GST thereon. On completion of all construction activities, management and maintenance of common areas shall be handed over by the Entity to the Body formed by the members, which shall thereafter be responsible for maintenance of common areas and facilities.

19. SCOPE OF MAINTENANCE:-

That the scope of Maintenance and general upkeep of various common services within the Building shall broadly include maintenance of Fire Fighting system/ arrangement, Garbage disposal & upkeep of Common areas, Water supply pumping station, Sewerage disposal system, Common area lighting for the □□□□□□□□ Project, as also Operation and Maintenance of Lifts, Operation and Maintenance of Diesel Generators including fuels. The Services outside the Apartment/Unit but within the Complex shall also broadly include Maintaining, operating, replacing, repairing, painting, decorating, re-constructing and renovating of internal roads, pathways, boundary walls / Fencing, Roof top Amenities, Horticulture, Drainage system, Common Area lighting, Water supply, General Watch and Ward within the Complex. Limited power backup facility (wherever applicable) shall also be provided for lighting common areas, staircase, for lifts, for pump operation and the consumption charges thereof shall be included in the monthly maintenance bills which the Allottee(s) would be liable to pay either to the Entity or its nominated maintenance agency and then subsequently to the Apartment Owners'

Association as and when it is formed. It would also include Municipal Tax, Land Revenue, Surcharge, Water Tax and other levies in respect of the said Complex, salaries of and all other expenses on the staff to be deployed for the Common Purpose, viz. Manager, Park-office staff, Security personnel, Sweepers, Housekeeping staff, Plumbers, Electricians, Gardeners, etc. including their perquisites, bonus and other emoluments as stipulated by the Regulatory authorities.

20. STRUCTURAL DEFECT LIABILITY:

Structural Defect Liability shall mean any defects/damages caused to the structural members of the Towers, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Towers by reason of which the Allottee (s) is prevented from the use and enjoyment of the Residential Apartment/Unit or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee (s), of the Residential Apartments/Units or due to the following events:-

- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

21. OTHER CHARGES:

Caution Deposit: Every Allottee shall pay a caution deposit of **Rs 10,000/-** in case of 1BHK Apartments/Units and **Rs 18,000/-** for 2 BHK Apartments/Units. The Entity reserves the right to utilize this deposit to adjust any legally realizable dues from the allottee on account of maintenance charges or electricity charges or any other charges/ deposits relating to maintenance and/or electricity supply or any other unforeseen statutory levy. The deposit, after adjustment of dues, if any, will be refunded by the Entity to the Body formed by the members, without any interest at the time of handing over the maintenance and management of the Complex.

Electrical Infrastructure cost & Security Deposits: Deposits paid by the Entity to the Agency supplying Electrical power for common meters of respective Units, would be recovered from the Owners' Association, once formed and adjusted against Caution Deposit payable to the Association, indicated above.

The requisite amount paid by the Entity to Agency supplying Electrical power and/or other agencies for providing requisite infrastructure along with related costs for providing electricity back up power to the premises for the residents including the common facilities and amenities shall be borne and payable by the allottees in proportion of the plinth/floor area of their respective units, calculated at **Rs 65/- per Sqft of Plinth/Floor area plus applicable taxes.**

Formation of Association charges: Every Allottee shall pay a sum of **Rs 2,000/- (Rupees Two Thousand only)** plus applicable taxes, towards costs to be incurred for the formation of the Residents' Association. The Entity shall recover such sums at the time of collecting the possession dues.

22. DOCUMENTATION:

- A. It will be Entity's endeavor to execute and register the Deed of Conveyance in respect of the apartments/units within the Complex in favour of the Purchaser before/during handing over possession of the apartment/unit. The Deed of Conveyance will be drafted by the Advocates of the Entity. No request for any changes, whatsoever, in the Deed of Conveyance will be entertained.
- B. The Allottees will be required to pay, on demand, to the Entity or to the Concerned Authorities, as may be so decided by the Entity, the applicable stamp duty, registration charges and any other statutory charges for registration of the Deed of Conveyance of their respective apartments/units.
- C. In case, the Entity is ready and willing to execute and register the deed of conveyance before handing over possession of the apartment/unit and the Allottee fails or neglects to get the deed of conveyance registered within the date notified, physical possession of the apartment/unit to the Allottee may be withheld by the Entity and a **penalty of Rs 2,000/- per month** will be recovered by the Entity from the Allottee till the month in which the registration of the deed of conveyance is completed. The Entity may exercise its right to cancel the allotment in case the Allottee fails to have the conveyance deed registered within one year from the date notified to the Allottee. Upon such cancellation, the amounts received from the Allottee will be refunded without any interest but after deduction of applicable service charges as stated in Clause 9 above.

In the event that after the handover of possession, the Allottee intends to carry out a Resale of the property booked in his/her name, subject to fulfilment of all other conditions of transfer of property laid down as above, the new Allottee to such Resale transaction would have to mandatorily carry out registration of the deed of conveyance simultaneously with the process of transfer and not keep the conveyance process in abeyance to be carried out at a later date.

- D. Each Allottee will be required to pay to the Entity documentation charges amounting to **1% of the property value** plus applicable taxes to facilitate the execution and registration of the Deed of Conveyance.

The execution and registration of the Deed of Conveyance shall be carried out by way of Commissioning at our office premises on a date and time to be communicated in advance. All such costs of commissioning shall be borne by the Purchaser.

- E. After issuance of the allotment letter any subsequent changes/ amendments/ modifications effected in the clauses of the Allotment letter issued to the Allottees, based on requests for such changes/ amendments/ modifications of any nature whatsoever, received from time to time - necessitating change in the documentation process, may be entertained at the discretion of the Entity on payment of an extra charge of Rs. 2,000/- on each such instance. GST, would be levied on such charges extra at the applicable rates. Such sums would have to be paid separately to the Entity, before carrying out any such change.
- F. A Declaration cum Indemnity Bond would be required to be executed by the allottees, on stamp paper, duly notarized, for enabling the Entity to carry out ongoing construction activities.

23. GENERAL:

(a) It is understood that the applicant has applied for allotment of Apartments/Units with full knowledge of all the laws/notifications and rules applicable to the project area including General Terms and Conditions herein contained, which have been fully understood by the applicant(s). It is further understood that the applicant has fully satisfied himself/herself about the right, interest and/or the title of the Entity in the project land on which the apartments will be/are being constructed.

(b) Applicant has understood that the Unit booked can be used only for residential purposes and for no other purposes.

(c) The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as Entity may require in the interest of the Complex and Apartment Owners. In case of Joint Allottees, any document signed/accepted/ acknowledged by any one of the allottees shall be binding upon the other Allottee.

(d) The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and will remain so till such time a formal Deed of Conveyance is executed and registered in favour of the allottees for their respective apartments/units. However the provisional allotment shall be subject to timely payment of the total price and all related dues to the Entity.

- (e) The Entity reserves the right to create mortgage/ charge over and in respect of Complex to secure finance to be obtained by the Entity from any Bank, Financial Institution, or any person or Entity. However, on or before the execution and

registration of the Deed of Conveyance, the apartment/unit will be free from all encumbrances, charges, liens, attachments, liens, etc.

- (f) The Entity will have the right to decide which block to construct first. All the blocks may not be constructed simultaneously. The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the apartment(s) as shown in the accompanying brochures are tentative and are subject to variation. The Entity may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit or as may be directed by any competent authorities. Such alterations may include change in location, increase or decrease in the area of the Apartment, number of Apartment(s), floors, buildings or towers. No complaint regarding design, layout and accommodation shall be entertained by the Entity.
- (g) In the event of paucity or non-availability of any material/article, the Entity may use alternative materials/article of similar quality. Decision of the Entity on such changes shall be final.
- (h) The Allottee further acknowledges and accepts that मध्यमणि residential complex at Madhyamgram, is being developed in several phases and the Allottee shall not raise any objection and impediment to the same or to the sharing of the common areas, facilities and benefits with the other buyers/lessees/licensees/ occupants in such manner as the Entity shall determine. The Allottee accepts that the common areas, infrastructure and facilities of मध्यमणि may not be complete and/or operational as on the date of possession referred to herein.
- (i) The Entity will not entertain any request for modifications in the internal layouts, fittings/floorings, etc. of the apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of the apartment/unit shall be considered by the Entity in case the allottees want (with prior written approval/consent of the Entity) to do some works/ install some different fittings/ floorings, etc. on his/her own within the apartment/unit and request the Entity not to do such work/ install fittings/floorings, etc. within the apartment.
- (j) No request for any discount on any account whatsoever will be entertained by the Entity.
- (k) After delivery of physical possession or the deemed date of possession, whichever is earlier, the allottee shall be liable to pay to the Entity / any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit pertaining to the apartment/unit wholly and for the common areas proportionately.
- (l) The Terms and Conditions contained herein shall be deemed to form part of the Application made by the intending Allottee and all Allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying brochures, leaflets and inserts, **EXCEPT** the Application Form along with the General Terms and Conditions contained in the application kit, are not legal documents and are for information only.

(m) All correspondence will be made with applicants at the 'correspondence address' on the Entity's record initially indicated in the Application Form, unless changed. In case there is a joint allottee, all communications shall be sent by the Entity to the allottee whose name appears first and at the address given by him / her for mailing which shall, for all purposes, be considered as served on both the Allottees.

(n) The Entity may at its sole discretion change, add, delete, alter or relax any of the terms and conditions stated herein.

(o) Notwithstanding anything contained herein, in the event that any of the provisions contained in the General Terms and Conditions are contradictory to those contained in the Conveyance Deed, the provisions contained in the Conveyance Deed shall prevail and be binding on the Allottee/s.

24. JURISDICTION AND ARBITRATION :

The acceptance of Allotment letter by the Allottee shall be subjected to these terms and conditions and shall be binding on both the parties, and the legal relationship between the Allottee and the Entity shall be governed by the laws of India and all disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of District Judges' Court, North 24 Paraganas at Barasat.

All disputes or differences relating to or arising out of or in connection with the Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties, failing which the matter shall be referred to the sole arbitration of the Proprietor of the Entity, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, whose decision shall be final and binding upon both the parties.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties of the terms and conditions set out hereunder:-

1. That the Purchaser has examined the plans, the title of the owners of the premises, the Development Agreement, and the right of the developer to enter into this agreement and has thoroughly satisfied their about the same and shall not arise any objection with regard thereto.
2. That the purchaser agrees to acquire a **residential flat** vide No-".....", situated on thefloor of the proposed building described in the Third Schedule, in the building for the total consideration mentioned in the forth schedule. The said consideration includes the cost of undivided proportionate share of the land comprised in the premises and the amount payable by the purchaser to the developer on account of the construction of the said flat include those incurred till date and the owners shall have no claim whatsoever against the purchaser with regard thereto as confirmed under the development agreement.

3. The Developer shall complete the residential flat in the manner and as per specification mentioned by the developer.
4. It is committed that the Purchaser is in no case be entitled to terminate this agreement for purchase of flat or terminate the contract place hereunder on the Developer for completing the construction of the said residential flat and by the Developer for and on behalf of the purchaser. The remedy of the purchaser for default of the Developer will only be the refund of his/her deposit.
5. All the payment mentioned in the forth schedule shall be made before delivery of possession of the said residential flat. In case of any default in payment as per schedule the Developer would be in liberty rescind this agreement and enter into fresh agreement for sale with any other third intending buyer after servicing notice of payment on the purchaser and thereafter within a period of 15 days from such notice. The Purchaser shall remain liable to pay all amounts becoming payable hereunder to the developer and to perform all their covenants hereunder.
6. The Developer shall serve a written notice on the purchaser informing the completion of the said residential flat and shall be called upon to take possession of the said residential flat after making the payments as mentioned in the forth schedule. After fulfilling all his/her covenants within 15 days from the service of notice of completion and until and all the aforesaid payment are made and the covenant are fulfilled, the Developer shall not become liable to deliver such possession without prejudice to the purchaser.
7. After of the notice of completion on the Purchaser shall not raise any objection to or in claim regarding completion of the said residential flat of any nature whatsoever. The said residential flat shall for all purpose be deemed to be completed as soon as the same is internally completed and electric connection for the service line therein. However, the individual energy meter of Purchaser's choice is beyond the purview of this Agreement.
8. Before taking possession of the said residential flat the Purchaser shall not deal with, let out, encumber or transfer the said residential flat or in any manner alienate the said residential flat or any part thereof.
9. Upon delivery of possession of the said residential flat, the Purchaser shall be entitled to use and possess the said residential flat with right to let out but having no right or interest in the land or building and the possession of any part thereof save as right of egress and ingress for the enjoyment of the said residential flat and the Purchaser shall not obstruct the Developer for completion of construction of the building or any part thereof, so long the proper deed of conveyance is not executed in favour of the Purchaser by the Owners and the Developer.
10. As from and after the delivery of possession of the said flat the purchaser covenants:-

- a. To pay and bear the common expenses, other outgoings and the municipality rates and taxes for and/or in respect of the premises and building proportionately and for the said **residential flat** wholly.
- b. To pay for electricity and other utilities consumed in or relating to the said **residential flat**.
- c. To let out or part with possession of the said **residential flat** only after execution of deed of conveyance.

11. After delivery of possession of the said **residential flat** the Developer shall not remain liable for maintenance work of the said **residential flat**.
12. The undivided proportionate share of the Purchaser in the various matters referred herein shall be bound to accept the same, notwithstanding there being minor variation therein for the sake of convenience.
13. The Purchaser hereby agrees to accept 10% to 15% variation on the total built up area of the **residential flat** as described herein and would pay according to the measurement arrived at on completion of the said **residential flat**.
14. The Developer's Advocate(s) shall prepare the sale deed of the undivided proportionate share of the land comprised in the premises and the conveyance of the said **residential flat** and shall also prepare all other papers, documents and drafts required and/ or in connection with the various transfer as envisaged there under containing such covenants on the part of the parties thereto and/or the owners as in the sole discretion of the Developer or the Developer's Advocate(s) be determined by them to be reasonable and at the cost and expenses on the Purchaser.
15. All stamp fees, registration charges and incidental expenses for and/or relating to all documents and for obtaining approval and consents necessary for various transfer as envisaged hereunder and all other costs including charges of the developer's advocate(s) shall be borne and paid by the Purchaser exclusively.
16. The Owner and the Purchaser agrees not to raise any objection to the drafts to be prepared by the Developer's Advocate(s) provided it is not hit by any law. The Purchaser shall however, have the liberty to seek reasonable clarifications from the Advocate(s).
17. The Purchaser has to pay applicable G.S.T before the competent authority before handover the peaceful possession over the said Unit and/or registration of the Deed of Conveyance.
18. In case there be delay in the Developer fulfilling its obligations hereunder due to any reason estimation beyond the Developer's control or reasonable estimation, the Developer shall in no way be liable for any interest or damages thereof.
19. Notwithstanding anything elsewhere hereunder contained the Developer shall always have the right and title on the roof and the Purchaser shall have right of temporary use.

20. The Developer hereby agrees with the Purchaser that the consideration of this residential flat, mentioned herein will be unchanged; no escalation of the price shall arise in future.

The First Schedule above referred to

In this Agreement the terms as used herein shall, unless it be contrary or repugnant to the context, have the following meanings:-

1. Owners shall mean the owner of the land with whom the title of the land is retained.
2. Premises shall mean ALL THAT piece and parcel of 31 Cootahs 27 Sq. Ft. a little more or less, comprised in comprised in Pargana- Anwarpur, Touzi No. 146, J.L.No.- 53, Re-Su. No.- 35 situated at Mouza – Abdalpur, under L.R. Khatian Nos.- 29 & 545 corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3858, 3012 & 3013 appertaining to L.R. Dag Nos - 464 & 431, with in the local limits of Madhyamgram Municipality bearing holding No.- 107/2, 107/3, 107/4 & 107/6, Badli Road under present Waro No - 04, in the District of North 24 Parganas morefully described in the second schedule hereinafter written.
3. Building shall mean the building which is being constructed from time to time at the said premises according to the sanctioned plan.
4. Co-owner shall according to its context mean all the persons who have purchased or who have agreed to purchase flat/ground floor space in the building including the developer for the units/other spaces not agrees to be sold.
5. Plans shall mean the plans, drawing, specifications of the premises and building prepared by the architect appointed by the developer and/or sanctioned by Madhyamgram Municipality subject to such alterations herein from time to time made by the Madhyamgram Municipality.
6. Annexure "A" shall mean the statements in details regarding type of finish and fittings, fixtures and facilities to be provided in the said flat and annexed hereto and marked A, which shall be used be deemed to be a part of this agreement.
7. Proportionate or proportionately shall mean the proportion in which the area of any flat by the total area of all the flats in the buildings.
8. Singular shall include the plural and vice versa and;
9. Masculine shall include the feminine and vice-versa.

The Second schedule above referred to

(The Entire Premises)

ALL THAT piece and parcel of **31 (Thirty One) Cottahs 27 (Twenty Seven) Sq. Ft.** a little more or less of landed property along-with proposed multistoried structures to be constructed in several blocks namely □□□□□□□□, comprised in Fargana- Anwarpur, Touzi No. 146, J.L No.- 53, Re. Su. No.- 35 situated at **Mouza – Abdalpur**, under L.R. Khatian Nos.- 29 & 545, corresponding to Hal L.R. Khatian Nos.- 1027, 1028, 3058, 3012 & 3013 appertaining to L.R. Dag Nos.- 464 & 431, with in the local limits of Madhyamgram Municipality bearing holding No.- 107/2, 107/3, 107/4 & 107/C, Badu Road under present Ward No.- 04, in the District of North 24 Parganas.

The aforesaid property is butted and bounded by

- ON THE NORTH : Property of Dag Nos.- 431 & 46L
ON THE SOUTH : Feet Wide Badu Road
ON THE EAST : 16 Feet wide Badu Road.
ON THE WEST : Other's property.

The THIRD schedule above referred to

FLAT:-All that piece and parcel of residential flat vice Block No.-".....", situated on thefloor of the proposed building namely □□□□□□□□ admeasuring a built-up area of Sq. Ft., carpet area of Sq.ft. a little more or less comprising of bedroom(s), 1 living-cum-dining, 1 kitchen, ...Toilet(s), 1 balcony (which includes the proportionate share of the land beneath) which is butted and bounded by:

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

The FOURTH schedule above referred to

Unit Payment Plan (GST Extra):
(Payable within 7 days of Demand)

Application Money	At the time of Form Fill up	Rs. 5,000/- for 1BHK; Rs. 10,000/- for 2BHK
Allotment(Less Application Money)	At the time before Agreement	20%
1 st installment	At the time of completion of foundation	10%
2 nd installment	At the time of completion of 1 st roof casting	10%
3 rd installment	At the time of completion of 2 nd roof casting	10%
4 th installment	At the time of completion of 3 rd roof casting	10%

5 th installment	At the time of completion of 4 th roof casting	10%
6 th installment	At the time of completion of 5 th roof casting	10%
7 th installment	At the time of completion Ericks work & internal plaster of respective unit.	5%
8 th installment	At the time of completion of external plaster	5%
9 th installment	At the time of completion of interior work, like Flooring, plumbing & Electrical Work	5%
10 th installment	At the time of completion of before taking possession or registration which is earlier	5%

PLC Charges (Extra Payable Amount with Base Price PerSq.Ft.):

Floor Escalation	South Facing	South-East Facing	East Facing	Main Road Facing	Andillary Road Facing
Rs.10/- per sq.ft.	Rs.50/- per sq.ft.	Rs. /5/- per sq.ft.	Rs.25/- per sq.ft.	Rs.50/- per sq.ft.	Rs.25/- per sq.ft.

Schedule of Charges other than Unit Cost (GST extra):

Nature of Charge	Amount payable (Rs.)	Schedule of Payment
Development of Open Car Parking zone (2 Wheeler)	Rs. 25,000/- per unit	Proportionate to the Payment plan.
Development of Covered Car Parking zone (2 Wheeler)	Rs. 1,00,000/- per unit	Proportionate to the Payment plan.
Development of Open Car Parking zone (4 Wheeler)	Rs. 2,00,000/- per unit	Proportionate to the Payment plan.
Development of Covered Car Parking zone (4 Wheeler)	Rs. 4,00,000/- per unit	Proportionate to the Payment plan.
Common Amenities charges; Roof top garden, Open air theater, Green zone, Jogging Track, Kids zone, Gym area, Library & Multipurpose Hall)	Rs.130/- per Sq.ft.	Proportionate to the Payment plan.
Other charges like Transformer Charges, DG Back-up charges etc.	Rs. 65/- per Sq.ft.	As & when called for/ demanded
Upfront Maintenance charges for Three (03) years (excluding Common Area Electricity charges and cost of running back-up DG power, payable at actual)	Rs. 1.50/- per Sq.ft per month	On Possession / Registration, whichever is earlier
Caution Deposit: (Refundable to the Association, once formed)	Rs. 10,000/- for 1BHK Rs.18,000/- for 2BHK	As & when called for/ demanded

Legal Fees/Documentation charges (Rs.2000/- payable at the time of Sale Agreement & the rest is payable as stated)	1% of Property price	On Possession / Registration, whichever is earlier
Association formation charges, etc.	Rs. 2,000/- per unit	On Possession / Registration, whichever is earlier
Amendment/Modification charges	Rs. 2,000/- per instance	As & when carried out

THE FIFTH SCHEDULE REFERRED TO ABOVE

PART - I (COMMON PARTS AND PORTIONS)

1. The foundation, columns, shears walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Community Hall, Games Room, Gymnasium and Library.
5. Toilets and Bathrooms for use of Durwans, Drivers, Maintenance staff of the Premises.
6. The Durwans and Maintenance Staff Rest Rooms with Electrical wiring, Switches and points fittings and fixtures.
7. Boundary Walls including outer side of the walls of the New Building Complex and Main Gates.
8. Water pump and motor with installation and Room thereof.
9. Bore well, Tube Well Water Pump, Overhead Tanks and Underground Water Reservoirs, Water Pipes and other common plumbing installations and spaces required thereto.
10. D.G. Transformer electrical wiring meters, common DB, electrical panels, fitting and fixtures for lighting the staircase lobby and other common

PART - II SPECIFICATION

SPECIFICATIONS :-

Wall :-

➤ **Interior :-**

- Finished with quality.
- Kitchen with ceramic tiles up to 3' in height above the kitchen counter.
- Bathrooms completed with ceramic tiles up to door height.

- Exterior: finished with cement wash / texture finish as per architectural scheme.

Door:

- Aluminium sliding door.
- Standard commercial flush door.
- Bathroom latches on toilet doors with enamel paint for interior surface.

Window:

- Aluminium sliding window with glass inserts and matching fittings.

Floor:

- Rectified antiskid tiles in bathroom.
- Rectified tiles in living/dining and bed room.
- Rectified tiles in kitchen floor.

Kitchen:

- Granite/Black stone cooking counter.
- Stainless steel sink.
- Water filter point.

Sanitaryware: porcelain sanitaryware of reputed brand.

Electrical wiring & fittings:

- Totally concealed copper wiring and switches of reputed brand.
- Light and plug points in bed room and drawing/dining room.
- Cable television outlets in living / dining room.
- AC plug point in bed room.
- DG back up connection.
- Geyser points in all toilets.

CP fittings:

- Concealed piping system for hot and cold water lines.
- Single lever fittings.

General Specifications:

- 10", 8" and 5" brickwork as per architectural scheme.
- 53 grade PPC cement.
- Fe 500+ TOR steel.

SIXTH SCHEDULE REFERRED TO ABOVE **(COMMON EXPENSES / MAINTENANCE CHARGES)**

1. **Common Utilities :** All charges and deposits for supply, operation and maintenance of common utilities.

2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/ Said Complex.

3. **Association:** Establishment and all other capital and operational expenses of the Association.

4. **Litigation :** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

5. **Maintenances :** All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Said Block/ Said Complex]

6. **Operational :** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their licenses fees, taxes and other levies (if any) and expenses ancillary and incidental thereto and the lights of the Common Portions.

7. **Rates and Taxes :** Tax, Surcharge, Water Tax and other levies in respect of the Said Block / Said Complex save those separately assessed on the Purchaser.

8. **Staff :** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc including their perquisites bonus and other emoluments and benefits.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands this day and year first hereinabove mentioned.

SIGNED, SEALED & DELIVERED

In presence of;

WITNESS:-

1)

As constituted attorney of

Kajal Kanti Mahajan,

Kanchan Mahajan,

Ratan Kanti Mahajan,

Chandan Kanti Mahajan &

Sikha B swas (Mahajan)

2)

Signature of the OWNER/VENDOR

Drafted by:

Balaka Bose

Advocate

District Judges Court,

North 24 Parganas Barasat

Composed by

Runeal Singha Roy
Barasat, North 24 Parganas.

Signature of the Promoter/Developer

Memo of Consideration

RECEIVED from the within mentioned purchaser the sum of Rs./- (Rupees) only being the part consideration of the total amount of the said flat consideration within mentioned paid by the purchaser to the PROMOTER on or before the execution of these presents as under:-

AMOUNT(Rs.)

Hard Cash on different dates

<u>Bank</u>	<u>Chq. No.</u>	<u>Date</u>
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Total-Rs./-
(Rupees) only

Witness:

11

21