

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____ (Month), 20__.

By and Between

MADGUL TOWERS LLP, a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 24, Diamond Harbour Road Kolkata 700104 and having PAN ABCFM9260B, represented by its Authorized Representative Mr. (Aadhaar No. _____) authorized vide Board resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

AND

OWNERS:

(1) MANJU VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104 having PAN AAFCM2322M, **(2) FAIRPLAN VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AABCF4049C, **(3) EXCLUSIVE COMMOTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0612R, **(4) SHREEPARNA SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4220R, **(5) SHREEPARNA VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4223N, **(6) INSTYLE DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AABCI9643R, **(7) TUMBLER MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCT0407E, **(8) MADGUL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCR6547H, **(9) EVERNEW VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0554G, **(10) BLUEVIEW MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5740L, **(11) BESTVIEW VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5739P, **(12) SKIPPER MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS3871J, **(13) ZENSTAR COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAACZ3479R, **(14) MAHIMA TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAFCM7481B, **(15) HAPPY HOME FISCAL SERVICE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered

Office at 12 Lindsay Street, Police Station and Post Office New Market, , Kolkata – 700087, having PAN AAACH6663B, **(16) MAYFAIR GARDEN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AABCM9029M, **(17) SUVARN APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AADCS6717J, **(18) LANSLOWNE TOWERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 and having PAN AAACL5000G, **(19) MADGUL DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 having PAN AABCM9030A, all represented by their Authorized Representative _____; all hereinafter referred to as the **"Owners"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns);

The Owner, the Promoter and the allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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

- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

WHEREAS:

- A.** The Owners are the absolute and lawful owner of lands admeasuring 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less situate lying at and being premises No. 24 Diamond Harbour Road, Kolkata-700104 described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the promoter have entered into a joint development agreement dated 14th July 2016 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. - I, Volume No. 1901-2016, Pages 182717 to 182765 Being No. 190105418 for the year 2016.
- B.** The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as Madgul Antaraa ("Project").
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D.** Notice of commencement under Rule 21 of the Kolkata Municipal Corporation Building Rules 2009 was submitted vide letter dated 2.12.2016 by our Architect JP Agarwal intimating the date of commencement as 9.12.2016.

- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation and applied for certain modifications therein. The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for an apartment in the Project vide application No _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with ___number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.

1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area Rs. _____
 Taxes Rs.. _____
Total Price Rs.. _____
 (Rupees : _____) only

Block/Building/Tower No. _____	Rate of Apartment per square feet.
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Unit No. _____ Type _____ Floor _____	
Exclusive balcony	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location/ floor rise/ electricity/ Generator/ club-fitment/ legal /association formation Charges	
Parking - _____	
Consolidated Price (in Rupees) without Taxes	
Taxes (The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates)	
Total Price in Rupees (Sum total of Consolidated Price and Taxes)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

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

registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule C herein and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Apartment but also proportionately] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.
- Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was

found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

(i) The Allottee shall have exclusive ownership of the Designated Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with parking if any shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.

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

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans beyond those contemplated in clause E above, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 30th June 2020 with a grace period upto 31st December, 2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

*or such other certificate by whatever name called issued by the competent authority

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

*or such other certificate by whatever name called issued by the competent authority.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month

of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i)* The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii)* The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii)* There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv)* There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v)* All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi)* The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii)* The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii)* The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix)* At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x)* The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi)* The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and

proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 and under this Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate* to the Allottee:

*or such other certificate by whatever name called issued by the competent authority.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Apartment .

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s. MADGUL TOWERS LLP Promoter Name

24, Diamond Harbour Road Kolkata 700104 (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

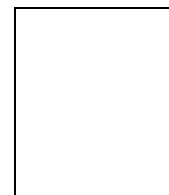
IV. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Name _____



Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

Owner:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

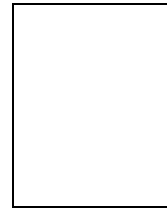
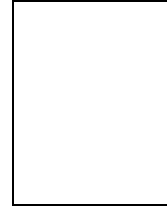
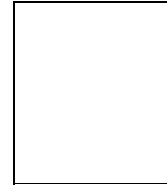
Name _____

Address _____

2. Signature _____

Name _____

Address _____



SCHEDULE 'A'

DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF ANY) ALONG WITH DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT:** ALL THAT the flat being Unit No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of _____ Square feet more or less on the _____ floor of the Tower _____ of the Project at the said **premisesLand**.

2 **PARKING:** _____

2.1 **OPEN TERRACE:** _____

3 **SAID LAND:**

3.1 **LOT-I #**

3.1.1 **ALL THAT** pieces of parcels of contiguous and adjacent plots of land in a single compound containing an area of 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less situate lying at and being premises No. 24 Diamond Harbour Road, Kolkata-700104 together with messuages, tenements, hereditaments and premises on part thereof all lying at and being the dags and khatians mentioned in **PART-II** and **PART-III** below in Mouza Joka and Hanspukuria, J. L. Nos. 21 and 20 respectively under Police Station Thakurpukur recently included in the jurisdiction of Kolkata Municipal Corporation within Ward No. 144 (formerly within Joka II Gram Panchayat, Thakurpukur Maheshtala Panchayat Samity) in the District of South 24 Parganas and butted and bounded as follows:

- (i) On the North : By R. S. Dag Nos. 641 (part), 636, 635 (part), 635/988 (part) in Mouza Joka and of R.S. Dag Nos. 365/726 (part), 365 (part) and 363 (part) in Mouza Hanspukuria;
- (ii) On the South : By portions of R. S. Dag Nos. 641, 635, 635/988 in Mouza Joka and of R.S. Dag Nos. 365/726, 365/727, 366, 366/728, 364/725 and 364 in Mouza Hanspukuria;
- (iii) On the East : By public Road Diamond Harbour Road;
- (iv) On the West : By Dag Nos. 733, 852 and 357 in Mouza Hanspukuria.

3.1.2 **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

3.2 **LOT-II-(Joka Property)**

3.2.1 **PARTICULARS OF DAGS & KHATIANS:** Property comprised Mouza Joka, J.L. No. 21 containing a total area of 1.01 acre and consisting of:

3.2.1.1 Portion measuring 0.64 acre (i.e. 59.81%) out of 1.07 acre comprised in R.S. and L.R. Dag No. 635 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;

3.2.1.2 Portion measuring 0.29 acre (i.e. 37.18%) out of 0.78 acre comprised in R.S. and L.R. Dag No. 635/988 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;

3.2.1.3 Portion measuring 0.08 acre (i.e. 25%) out of 0.32 acre comprised in R.S. and L.R. Dag No. 641 recorded in R.S. Khatian No. 567, L. R. Khatian Nos. 167 and 2541 to 2558;

3.3 **LOT-III-Hanspukuria Property**

3.3.1 **PARTICULARS OF DAGS & KHATIANS:** Property comprised Mouza Hanspukuria, J.L. No. 20 containing a total area of 1.225 acre and consisting of:

3.3.1.1 Portion measuring 0.16 acre (i.e. 50%) out of 0.32 acre comprised in R.S. Dag No. 363 recorded in R.S. Khatian No. 173, L.R. Dag No. 444 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.2 Portion measuring 0.33 acre (i.e. 94.29%) out of 0.35 acre comprised in R.S. Dag No. 364 recorded in R.S. Khatian No. 375, L.R. Dag No. 445 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.3 Entire 0.01 acre comprised in R.S. Dag No. 364/723 recorded in R.S. Khatian No. 375, L.R. Dag No. 449 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.4 Entire 0.01 acre comprised in R.S. Dag No. 364/724 recorded in R.S. Khatian No. 375, L.R. Dag No. 447 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.5 Portion measuring 0.005 acre (i.e. 12.50%) out of 0.04 acre comprised in R.S. Dag No. 364/725 recorded in R.S. Khatian No. 375, L.R. Dag No. 446 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.6 Portion measuring 0.38 acre (i.e. 77.55%) out of 0.49 acre comprised in R.S. Dag No. 365 recorded in R.S. Khatian No. 376, L.R. Dag No. 450 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.7 Portion measuring 0.12 acre (i.e. 75%) out of 0.16 acre comprised in R.S. Dag No. 365/726 recorded in R.S. Khatian No. 376, L.R. Dag No. 451 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.8 Portion measuring 0.06 acre (i.e. 0.666%) out of 0.09 acre comprised in R.S. Dag No. 365/727 recorded in R.S. Khatian No. 376, L.R. Dag No. 452 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.9 Portion measuring 0.11 acre (i.e. 73.33%) out of 0.15 acre comprised in R.S. Dag No. 366 recorded in R.S. Khatian No. 575, L.R. Dag No. 455 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.10 Portion measuring 0.03 acre (i.e. 75%) out of 0.04 acre comprised in R.S. Dag No. 366/728 recorded in R.S. Khatian No. 575, L.R. Dag No. 453 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.3.1.11 Entire 0.01 acre comprised in R.S. Dag No. 366/859 recorded in R.S. Khatian No. 575, L.R. Dag No. 448 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

3.4 The properties are having character of housing or bastu except only a portion of Dag L.R. Dag 450 admeasuring 0.11 acre having the recorded character of 'doba'.

SCHEDULE A-1

CHAIN OF TITLE:

1. One Surendra Chandra Ghosh was the sole and absolute owner of All Those:
 - (a) Firstly entire 1.85 acres of land comprised in R.S. Dag Nos. 635 (1.07 acre) and 635/988 (0.78 acre) recorded in R.S. Khatian Nos. 266 (1.39 acre) and 131 (0.46 acre) in Mouza Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, Pargana Balia under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - (b) Secondly entire 0.41 acre of land comprised in R. S. Dag Nos. 364 (0.35 acre), 364/723 (0.01 acre), 364/724 (0.01 acre) and 364/725 (0.04 acre) recorded in R.S. Khatian No. 375 in Mouza Hanspukuria, J. L. No. 20, Touzi No. 14, Pargana Khaspur under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - (c) Thirdly entire 0.74 acre of land comprised in R. S. Dag Nos. 365 (0.49 acre), 365/726 (0.16 acre) and 365/727 (0.09 acre) recorded in R.S. Khatian No. 376 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - (d) Fourthly entire 0.20 acre of land comprised in R. S. Dag Nos. 366 (0.15 acre), 366/728 (0.04 acre) and 366/859 (0.01 acre) recorded in R.S. Khatian No. 575 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
- 1.2 One Purna Chandra Kayal was the sole and absolute owner of, amongst other properties, entire 0.32 acre of land comprised in R. S. Dag Nos. 363 recorded in R.S. Khatian No. 173 in the above described Mouza Hanspukuria, and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. The said Purna Chandra Kayal died intestate leaving him surviving three sons Dharendra Kayal, Gopal Kayal, Bhadra Kayal and heirs of his predeceased son Late Pashupati Kayal being his son Gora Chand Kayal. The said heirs of Purna Chandra Kayal amicably divided their properties and pursuant thereto by a Sale Deed dated 29th July, 1965 and registered with the Sub-Registrar Behala in Book No. I Volume No.64 Pages 228 to 233 Being No. 3984 for the year 1965, the said Dharendra Kayal and Gopal Kayal for the consideration therein mentioned sold conveyed and transferred a divided and demarcated Southern portion measuring 0.16 acre of the said Dag No. 363 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.
- 1.3 One Jamini Kayal was the sole and absolute owner of, amongst other properties, 0.08 acre divided and demarcated portion out of 0.32 acre of land comprised in R. S. Dag Nos. 641 recorded in R.S. Khatian No. 567 in the above described Mouza Joka, and his name (alongwith the name of the other co-sharers of the said Dag) was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. By a Sale Deed dated 27th August, 1956 and registered with the Sub-Registrar Alipore in Book No. I Volume No.125 Pages 62 to 64 Being No. 7303 for the year 1956, the said Jamini Kayal for the consideration therein mentioned sold conveyed and transferred the said divided and demarcated portion measuring 0.08 acre of the said Dag No. 641 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.
- 1.4 The said Surendra Chandra Ghosh, a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law died, intestate on 8th August, 1986 leaving him

surviving his only son Sujit Ghosh and two daughters Swapna Chowdhury and Ratna Mitra who all upon his death inherited and became entitled to his properties and estate including the properties mentioned hereinabove absolutely and in equal one-third shares. The wife of Surendra Chandra Ghosh being namely Sm. Indrani Ghosh had predeceased him on 3rd May, 1969.

1.5 The said Sujit Ghosh, Swapna Chowdhury and Ratna Mitra by 24 Deeds of Conveyance all dated 23rd August, 1987 and registered with the Additional District Sub Registrar, Behala for the consideration therein respectively mentioned sold conveyed and transferred, portions constituting the entirety of the said Land to Bengal Assam Metal Industries Private Limited (subsequently name changed to MRM Finvest Private Limited) ("Bengal Assam") absolutely and forever. Particulars of the said 24 Deeds of Conveyance are mentioned below:

- (a) By three sale deeds one registered in Book I Volume No.36 Pages 361 to 374 Being No.1918 for the year 1987, another one registered in Book I Volume No.36 Pages 375 to 386 Being No.1919 for the year 1987 and another one registered in Book I Volume No.36 Pages 387 to 398 Being No.1920 for the year 1987, divided and demarcated portion measuring 0.08 acre comprised in the said Dag 641 and 0.28 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (b) By three sale deeds one registered in I Volume No.271 Pages 154 to 165 Being No.13263 for the year 1987, another one registered in Book I Volume No.271 Pages 166 to 176 Being No.13264 for the year 1987 and another one registered in Book I Volume No.271 Pages 177 to 184 Being No.13265 for the year 1987, divided and demarcated portion measuring 0.29 acre comprised in the said Dag 635/988 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (c) By three sale deeds one registered in Book I Volume No.275 Pages 120 to 131 Being No.13297 for the year 1987, another one registered in Book I Volume No.275 Pages 132 to 143 Being No.13298 for the year 1987 and another one registered in Book I Volume No.265 Pages 188 to 199 Being No.13315 for the year 1987, divided and demarcated portion measuring 0.36 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (d) By three sale deeds one registered in Book I Volume No.39 Pages 161 to 172 Being No.2069 for the year 1987, another one registered in Book I Volume No.39 Pages 173 to 184 Being No.2070 for the year 1987 and another one registered in Book I Volume No.39 Pages 185 to 196 Being No.2071 for the year 1987, divided and demarcated portion measuring 0.12 acre comprised in the said Dag No. 365/726, 0.01 acre comprised in Dag No. 364/723, 0.01 acre comprised in Dag No. 364/724 and 0.11 acre comprised in Dag No. 366 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- (e) By three sale deeds one registered in Book I Volume No.276 Pages 127 to 137 Being No.13363 for the year 1987, another one registered in Book I Volume No.276 Pages 155 to 165 Being No.13365 for the year 1987 and another one registered in Book I Volume No.270 Pages 199 to 211 Being No.13366 for the year 1987, divided and demarcated portion measuring 0.33 acre comprised in the said Dag 364 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- (f) By three sale deeds one registered in Book I Volume No.275 Pages 155 to 167 Being No.13422 for the year 1987, another one registered in Book I Volume No.275 Pages 168 to 180 Being No.13423 for the year 1987 and another one registered in Book I Volume No.275 Pages 181 to 192 Being No.13424 for the year 1987, divided and demarcated portion measuring 0.005

acre comprised in the said Dag 364/725, 0.06 acre comprised in Dag No. 365/727, 0.03 acre comprised in Dag No.366/728 and 0.01 acre comprised in Dag No. 366/859 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;

- (g) By three sale deeds one registered in Book I Volume No.220 Pages 470 to 482 Being No.13427 for the year 1987, another one registered in Book I Volume No.268 Pages 128 to 139 Being No.13428 for the year 1987 and another one registered in Book I Volume No.268 Pages 140 to 152 Being No.13429 for the year 1987, divided and demarcated portion measuring 0.16 acre comprised in the said Dag 363 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
 - (h) By three sale deeds one registered in Book I Volume No.278 Pages 33 to 44 Being No.13448 for the year 1987, another one registered in Book I Volume No.272 Pages 311 to 324 Being No.13449 for the year 1987 and another one registered in Book I Volume No.272 Pages 325 to 338 Being No.13450 for the year 1987, divided and demarcated portion measuring 0.38 acre comprised in the said Dag 365 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- 1.6 The said Bengal Assam became the sole and absolute owner of the said Land as a single undivided property secured by boundary wall on all sides and got its name mutated in the L.R. Records of Rights under L. R. Khatian Nos. 167 and 750.
- 1.7 By two registered Agreements for Sale dated 13th October 2007 the said Bengal Assam Metal Industries Private Limited agreed to sell and transfer the said Land as follows:-
- (a) By Agreement for Sale entered by the said Bengal Assam with Manju Vyapaar Private Limited (“Manju Vyapaar”) and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.I Pages 1 to 27 Being No.242 for the year 2008, one-half share in the said Land was agreed to be sold to Manju Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
 - (b) By Agreement for Sale entered by the said Bengal Assam with Rose Valley Vyapaar Private Limited (“Rose Valley”) and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No. I Pages 1 to 27 Being No.245 for the year 2008, one-half share in the said Land was agreed to be sold to Rose Valley Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
- 1.8 The said Bengal Assam also executed and registered two Powers of Attorney dated 13th October 2007 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV Being Nos. 425 and 426 for the year 2008 in favour of Vishal Fatehpuria and Vijay Kumar Fatehpuria empowering the Attorneys appointed thereunder to execute and register Deed or Deeds of Conveyance in respect of the said Land and both the Powers of Attorney have remained and are still valid subsisting and in full force and effect.
- 1.9 The said Manju Vyapaar and Rose Valley paid the entire consideration of Rs.2,67,60,000/- payable to Bengal Assam and the said Bengal Assam delivered vacant and peaceful possession of the said Land to Manju Vyapaar and Rose Valley.
- 1.10 Being empowered and authorized under the said two Agreements, the said Manju Vyapaar and Rose Valley each nominated 8 (eight) persons (except Bengal Assam) and by 18 (eighteen) several Deeds of Conveyance one dated 29th September, 2008, sixteen dated 4th October 2008 and one dated 26th December 2008 and registered with the Additional Registrar of Assurances-I, Kolkata, such nominated person purchased an aggregate 94.5% share of the said Land and Bengal Assam remained the legal

owner of the remaining 5.5% share in the said Land. Particulars of the said eighteen Deeds of Conveyance by each of which 5.25% share in the said Land was conveyed, are mentioned below:

- (a) Indenture dated 29th September 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Dinesh Jalan as Purchaser and registered in Book I CD Volume No.1 Pages 1817 to 1844 Being No.00085 for the year 2009.
- (b) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Instyle Distributors Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5837 to 5863 Being No.11679 for the year 2008.
- (c) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Nikhil Churiwal as Purchaser and registered in Book I CD Volume No.60 Pages 5929 to 5956 Being No.11680 for the year 2008.
- (d) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Shreeparna Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5957 to 5983 Being No.11681 for the year 2008.
- (e) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Purchaser and registered in Book I CD Volume No.60 Pages 5984 to 6010 Being No.11682 for the year 2008.
- (f) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Shreeparna Suppliers Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6011 to 6038 Being No.11683 for the year 2008.
- (g) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Fairplan Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6039 to 6066 Being No.11684 for the year 2008.
- (h) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Tumbler Marketing Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6345 to 6372 Being No.11685 for the year 2008.
- (i) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Exclusive Commotrade Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6373 to 6400 Being No.11686 for the year 2008.
- (j) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Zenstar Commercial Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3133 to 3160 Being No.11801 for the year 2008.
- (k) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Evernew Vincom Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3185 to 3212 Being No.11803 for the year 2008.
- (l) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Skipper Merchandise Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5761 to 5788 Being No.11896 for the year 2008.

- (m) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Bestview Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5789 to 5816 Being No.11897 for the year 2008.
- (n) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Vishal Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6359 to 6386 Being No.11989 for the year 2008.
- (o) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Blueview Merchants Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 6387 to 6414 Being No.11990 for the year 2008.
- (p) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Purchaser and registered in Book I CD Volume No.61 Pages 6433 to 6460 Being No.11991 for the year 2008.
- (q) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Vijay Kumar Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6461 to 6488 Being No.11992 for the year 2008.
- (r) Indenture dated 26th December 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Mahima Tie-Up Private Limited as Purchaser and registered in Book I CD Volume No.62 Pages 10024 to 10052 Being No.12609 for the year 2008.

1.11 The Purchasers to the above 18 sale deeds (except Manju Vyapaar and Rose Valley) have paid the entire consideration payable to Manju Vyappaar and Rose Valley from time to time. The acknowledgment of the consideration by the Purchasers to the above 18 sale deeds (except Manju Vyapaar and Rose Valley) and the corrections of certain minor typographical errors that had crept in the above recited Indenture of Conveyance in favour of the Purchasers to the above 18 sale deeds was made by the following 18 Deeds of Declaration as follows:-

- (a) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor and Manju Vyapaar Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1470 to 1476 Being No.09191 for the year 2010.
- (b) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Vishal Fatehpuria as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1462 to 1469 Being No.09190 for the year 2010.
- (c) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Skipper Merchandise Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1477 to 1484 Being No.09192 for the year 2010.
- (d) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Blueview Merchants Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1485 to 1492 Being No.09193 for the year 2010.
- (e) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Bestview Vinimay Private

Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1509 to 1516 Being No.09196 for the year 2010.

- (f) Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Zenstar Commercial Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1501 to 1508 Being No.09195 for the year 2010.
- (g) Deed of Declaration-cum-Rectification dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Mahima Tie up Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1493 to 1500 Being No.09194 for the year 2010.
- (h) Deed of Declaration-cum-Rectification dated 22nd May 2012 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Evernew Vincom Private Limited as the Purchaser and registered with District Sub-Registrar, II Alipore in Book I CD Volume No.7 Pages 8721 to 8730 Being No.5701 for the year 2012.
- (i) Deed of Declaration-cum-Rectification dated 22nd May 2012 between MRM Finvest Private Limited as the Vendor, Manju Vyapaar Private Limited as the Confirming Party and Vijay Kumar Fatehpuria as the Purchaser and registered with District Sub-Registrar, II Alipore in Book I CD Volume No.7 Pages 8711 to 8720 Being No.5700 for the year 2012.
- (j) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor and Rose Valley Vyapaar Private Limited as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3234 to 3241 Being No.9074 for the year 2012.
- (k) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Exclusive Commotrade Private Limited as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3242 to 3251 Being No.9075 for the year 2012.
- (l) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Instyle Distributors Private Limited as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3252 to 3260 Being No.9076 for the year 2012.
- (m) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Nikhil Churiwal as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3261 to 3269 Being No.09077 for the year 2012.
- (n) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Shreeparna Suppliers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3270 to 3279 Being No.09078 for the year 2012.
- (o) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Tumbler Marketing

Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3280 to 3289 Being No.09079 for the year 2012.

- (p) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Shreeparna Vinimay Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3290 to 3299 Being No.09080 for the year 2012.
- (q) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Fairplan Vinimay Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3300 to 3309 Being No.09081 for the year 2012.
- (r) Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited as the Confirming Party and Dinesh Jalan as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3310 to 3319 Being No.09082 for the year 2012.

1.12 By the following five sale deeds the said MRM Finvest Private Limited, Vijay Kumar Fatehpuria, Vishal Fatehpuria, Dinesh Jalan and Nikhil Churiwal have sold their entire right title and interest in the said [Premises Land](#)

- (a) Sale deed dated 22nd May 2012 between Vijay Kumar Fatehpuria as the Vendor and Mayfair Garden Private Limited as the Purchaser and registered with District Sub-Registrar-II, Alipore in Book I CD Volume No.7 Pages 8686 to 8710 Being No.5699 for the year 2012.
- (b) Sale deed dated 22nd May 2012 between Vishal Fatehpuria as the Vendor and Happy Home Fiscal Service Private Limited as the Purchaser and registered with District Sub-Registrar-II, Alipore in Book I CD Volume No.7 Pages 8731 to 8755 Being No.5702 for the year 2012 as rectified by a Deed of Declaration dated 19th February 2013 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 3 Pages 10031 to 10040 Being No. 1555 for the year 2013.
- (c) Sale deed dated 27th September 2012 between Dinesh Jalan as the Vendor and Lansdowne Towers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3348 to 3372 Being No.09085 for the year 2012.
- (d) Sale deed dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, Rose Valley Vyapaar Private Limited and Manju Vyaapar Private Limited as the Confirming Party and Madgul Developers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3373 to 3400 Being No.09086 for the year 2012.
- (e) Sale deed dated 27th September 2012 between Nikhil Churiwal as the Vendor and Suvarn Apartments Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3401 to 3425 Being No.09087 for the year 2012.

1.13 By a Deed of Declaration dated 19th February 2013 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 3 Pages 10041 to 10049 Being No. 1556 for the year 2013 correction of the certain errors that had crept in the deeds recited in clause [1.11 \(h\) to 1.11 \(r\) and 1.12. \(d\)](#) were made.

- 1.14 The Owners have got their names mutated in the office of the BL&LRO in respect of their shares in the said Land as Raiyat in the Records of Rights published under the recent LR Settlement under the West Bengal Land Reforms Act under LR Khatian Nos. 2542, 2544 to 2551, 2554 to 2558, 3133 to 3137 in respect of the Joka Property and LR Khatian Nos. 1868, 1870 to 1880, 1882, 1884, 2996 to 2998, 3007 and 3008 in respect of Hanspukuria Property. The number allotted to the Dags comprised in the Joka Property remained the same in the LR Settlement but the number allotted to the Dags comprised in the Hanspukuria Property was changed as would also be reflected in Lot-III of the SCHEDULE A hereinabove written.
- 1.15 The Owners have obtained conversion of the character of land to bastu or housing in respect of the Joka Property and the Hanspukuria Property under Section 4C of the West Bengal Land Reforms Act, 1955 save and except only L.R. Dag No.455.
- 1.16 By 19 Orders all dated 20.03.2015 passed by the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, a portion of the L.R. Dag No. 455 which was recorded as 'Doba' in the L.R. Records of Rights was converted to bastu or housing and a portion of L.R. Dag. No. 450 measuring 0.11 acre was converted to 'Doba' in terms of such Order.
- 1.17 The name of Rose Valley Vyapaar Private Limited has been changed to the current name of Owner No. 8 namely Madgul Vyapaar Private Limited, vide Certificate of Incorporation pursuant to change of name dated 13th January 2015 issued by the Registrar of Companies, West Bengal.
- 1.18 The Owners in common decided to carry out integrated development of the said Land through a real estate developer and pursuant to the said decision the Owners appointed the Promoter therefor and granted to the Promoter all rights and authority, inter alia, to develop or cause to be developed the said Land into the Project and also to negotiate for sale of the Apartments and other saleable areas to interested buyers and the Promoter agreed to accept the same at and for the considerations and on the terms and conditions contained in the said Development Agreement dated 14th July 2016.
- 1.19 Under and in terms of the Development Agreement the Owners and the Promoter inter alia, agreed to share the price receivable from sale of any Apartment and other saleable areas in the ratio of 20% (twenty percent) to the Owners and 80% (eighty percent) to the Promoter and it was agreed between them that the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall pay to the Owners the share of the Owners in the same as provided for therein.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
 - b. **“Co-owners”** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owner and/or Promoter;
 - c. **“sanctioned plan”** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2016160118 dated 29th August 2016 and include the addition/alteration vide modified plan upon its sanction.
 - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said ~~premises-Land~~ or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - e. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - f. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, complying with all statutory obligations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses, including payment of all statutory dues and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - g. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - h. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law.
3. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith.

4. Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
5. The Owners/Promoter would convey proportionate undivided indivisible share in the Land and/or the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
6. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
7. The Allottee may, only after a period of twelve months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @1% (one percent) of the Total Price at which the Designated Apartment is purchased by the nominee or the Composite Price of the Designated Apartment, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1% mentioned in this clause in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
8. **AREA CALCULATION:**
 - 8.1. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
 - 8.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
 - 8.3. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
 - 8.4. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls

which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

- 8.5. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- 8.6. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
9. The Promoter reserves the right to take loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
10. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
11. Unless changed by the Promoter, Messrs. Agarwal & Agrawal, of Worship House, 2/5 Sevak Baidya Street, Kolkata – 700 029 shall be the Architect for the Project.
12. The Project shall bear the name “**Madgul Antaraa**” or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Sl No.	Particulars	Amount in Rs.P.
1.	10% of the consideration as booking amount at or before the execution hereof	Rs.____/-
2.	10% of the consideration as earnest money within 7 days of completion of piling works of the said Building	Rs. ____/-
3.	10% of the consideration as earnest money within 7 days of completion of casting of 3rd floor slab of the said Building	Rs.____/-
4.	10% of the consideration as earnest money within 7 days of completion of casting of 5th floor slab of the said Building	Rs.____/-
5.	5% of the consideration as earnest money within 7 days of completion of casting of 7th floor slab of the said Building	Rs.____/-
6.	5% of the consideration as earnest money within 7 days of completion of casting of 9th floor slab of the said Building	Rs.____/-
7.	5% of the consideration as earnest money within 7 days of completion of casting of 11th floor slab of the said Building	Rs.____/-
8.	5% of the consideration as earnest money within 7 days of completion of roof slab casting of the said Building	Rs.____/-
9.	10% of the consideration as earnest money within 7 days of completion of internal plastering of the Designated <u>UnitApartment</u>	Rs.____/-
10.	10% of the consideration as earnest money within 7 days of completion of flooring of the Designated <u>UnitApartment</u>	Rs.____/-
11.	10% of the consideration as earnest money within 7 days of completion of finishing of the Designated <u>UnitApartment</u>	Rs.____/-
12.	10% of the consideration as balance consideration within 15 days of issuance of notice for possession of the Designated <u>UnitApartment</u>	Rs.____/-

Note:

1. All amounts payable above to be paid together with applicable GST and other statutory charges payable from time to time.
2. All other amounts payable as per this agreement shall be paid alongwith the balance consideration.

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT).

1. **Flooring:**
 - 1.1. **Bedroom:** Vitrified tiles
 - 1.2. **Living / Dining Room:-** Vitrified tiles
2. **Kitchen:**
 - 2.1.1 Granite counter / Platform
 - 2.1.2 **Flooring:** Vitrified tiles
 - 2.1.3 Stainless steel sink.
 - 2.1.4 Dado of ceramic / vitrified tiles upto 2ft above the counter / platform
3. **Toilet**
 - 3.1.1 Anti-skid ceramic tiles for flooring.
 - 3.1.2 Wall tiles up to door height.
 - 3.1.3 White sanitary ware of reputed make.
 - 3.1.4 CP fittings of reputed make.
4. **Electrical:**
 - 4.1.1 Concealed copper wiring with modular/semi-modular switches
5. **Doors:** flush doors with mortise lock and night latch at main door
6. **Windows:** Aluminum windows. |

[P1] SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1. **AMENITIES, FACILITIES:**
 - 1.1.1 Driveways and paths and passages at the said ~~premises~~ Land except those reserved by the Promoter for exclusive use.
 - 1.1.2 Six Staircases with landings two each in each Tower
 - 1.1.3 Six lifts with landings two each in each Tower.
 - 1.1.4 Common lobbies in all floors
 - 1.1.5 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
 - 1.1.6 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.

- 1.1.7 Electrical installations with main switch and meter and space required therefor.
- 1.1.8 Roof of the Buildings with beautification.
- 1.1.9 Over head water tanks with water distribution pipes upto the designed apartment. Water, waste and sewerage evacuation pipes and drains.
- 1.1.10 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- 1.1.11 Intercom System
- 1.1.12 Deep Tube well, Underground Reservoir with water distribution pipes to the Overhead water tanks of the Buildings.
- 1.1.13 Water pump with motors and space for installation of the same.
- 1.1.14 Landscaped Garden with water body.
- 1.1.15 Club Facility with all constructions, equipments, installations, fitouts and accessories as per clause 1.3.4 of this Schedule below.
- 1.1.16 Walking track wherever made
- 1.1.17 Diesel Generator Set, its panels, accessories and wirings and space for installation of the same. The Allottee accepts that the power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners and the Promoter) taking possession of their respective Units in the Project and not before and shall not raise any objection, dispute or claim in this behalf. The Promoter has the discretion to reduce or waive the said requirement of minimum percentage of occupancy for commencement of power backup at any time.
- 1.1.18 Water Treatment Plant
- 1.1.19 Fire fighting system in the Common Areas in the Buildings alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- 1.1.20 Fire Detection System in common area with all panels, detectors, alarm system etc.
- 1.1.21 Septic Tank and if so provided by the Promoter - Sewerage Treatment Plant and/or Solid Waste Management Plant.
- 1.1.22 Boundary wall and gate and Security Gate House
- 1.1.23 Common toilets
- 1.1.24 Rainwater Harvesting
- 1.1.25 Solar Power Plant
- 1.1.26 Common Unit as per clause 1.2.3 of this schedule below.

1.1.27 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.

1.2 SPECIFICATIONS:

- a. STRUCTURE: RCC framed construction with brick wall.
- b. Wall finish interior: Plaster of Paris or equivalent
- c. Wall finish Exterior: Weather-proof paint.
- b. FLOORING:
 - (i) MAIN LOBBY OF BUILDING: Vitrified Tiles
 - (ii) FLOOR LOBBIES OF BUILDING: Vitrified tiles
 - (iii) STAIRCASE: PCC/Stone/Tiles
- c. ROOF OF THE BUILDING:
 - (i) Landscaping, Water Proofing and beautification

1.3 Common Unit for Common Benefit: The portion of the ground floor and the first floor (after sanction of modified plan) of Tower A having a carpet area of _____ sq.ft. (“Common Unit”) shall be constructed with the object of letting out or otherwise transferring the same for possible revenue generation; and the surplus revenue, if arising, to be used to subsidize the Common Expenses to that extent. The following terms and conditions shall govern the construction, use, management and transfer of the Common Unit:-

- 1.3.1** The Common Unit shall not be for common use of the Co-owners or any of them.
- 1.3.2** The Promoter shall only construct the bareshell of the Common Unit at its own costs and expenses and fees, costs, charges and expenses in respect of all other works at or for the Common Unit shall be part of the Common Expenses.
- 1.3.3** Until handover to the Association/Co-owners, the Promoter shall have the exclusive right to maintain and administer and/or to deal with, let out, transfer or part with possession of or otherwise alienate the Common Unit at such consideration and on such terms and condition as the Promoter may, in its sole discretion, deem fit and proper and the Allottee hereby authorizes and empowers the Promoter to do all acts deeds and things in connection therewith.
- 1.3.4** The Promoter has applied for change of use of the Common Unit as part of the modification to the Building Plans and on sanction of the modified plans, the Common Unit shall be put to the changed use.
- 1.3.5** At any time, the Promoter shall be free to grant or transfer to the Association the Common Unit
- 1.3.6** The negotiations, contracts and agreements entered upon by the Promoter with any third party for alienation of the Common Unit shall bind the Co-owners and the Maintenance In-charge and the Allottee hereby accepts the same;

- 1.3.7** The Common Unit shall form part of the Common Areas for all intents and purposes save and subject to the powers and authorities conferred upon the Promoter and or the Tenant in respect thereof.
- 1.3.8** Any surplus revenue, arising from the Common Unit and remaining upon excluding (a) all costs, charges and expenses in maintaining, repairing, replacing, furnishing and otherwise carrying out any act, deed or thing at or for the Common Unit and upon (b) all statutory taxes, levies, cess and outgoings in respect thereof, shall be credited to pro-tanto subsidize the Common Expenses to that extent.
- 1.3.9** The Promoter or the Maintenance In-charge shall not be liable for any obligations or liabilities whatsoever or howsoever in case there arises no revenues or there are no surpluses in the same.
- 1.3.10** All stamp duty, registration charges, income tax, goods and service tax, and other statutory dues on the grant or transfer of the Common Unit to the Association/Co-owners and also those arising from any alienation thereof to any third party shall be part of the Common Expenses.
- 1.4 Club Facility:** As part of the Common Areas, the Promoter proposes to erect, install and/or make available the following facilities at identified demarcated portions of the Project ("Club Facility" which expression shall include any modifications or alterations of all or any such facility):
- a. Community hall with first time installation of airconditioners with connecting toilets and pantry;
 - b. Rooms with first time installation of air-conditioners and initial equipments for indoor games etc;
 - c. Health Club (with Steam Room, Shower and Gym, Space for yoga/meditation), Swimming Pool, and changing room with toilets with first time installation of equipments and airconditioner, as applicable;
 - d. Room with mini Home Theatre with first time installation of equipments and air-conditioners;
 - e. Space for Creche with initial fitouts thereat.
 - f. Library/lounge with first time installation of air-conditioner and fitouts
 - g. Space for common kitchen
- 1.4.1.1** The Allottee shall be liable to pay the charges for use of the Club Facility as may be prescribed by the Maintenance In-Charge and comply with the House Rules as applicable and also those as may be framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Association from time to time for use of the Community Hall for his private functions or ceremonies if the request for such use made by the Allottee are, in consonance with the applicable rules and regulations..
- 1.4.2** The Club Facility may be used by the Allottee alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the Club Facility, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy

such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever. In case the Allottee has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) The Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
 - (iii) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

- (x) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
3. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
- (i) To use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) Not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
 - (iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) Not to sub-divide the Open Terrace in any manner.
4. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
5. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

6. Not to claim any access or user of any other portion of the Project except the said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
7. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of ~~his Unit~~ [the Designated Apartment at a designated place](#). It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
8. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
9. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
11. Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
12. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
13. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
14. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
15. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
16. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

17. To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
18. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
19. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
20. Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
21. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
22. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
23. To maintain at his own costs, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
24. Not to alter the outer elevation or façade or colour scheme of the Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
25. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
26. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
27. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

- 28.** To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
 - (iii) The Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Buildings in such manner as the Promoter may deem fit and proper.
- 29.** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said ~~premises~~Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said ~~premises~~Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said ~~premises~~Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities

and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.2.50 (Rupees two and paise fifty) only per Square foot per month of the Unit Area for CAM mentioned in clause 18.7 hereto. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.____~~600~~/- per annum to be increased every three years by 10% (ten percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Allottee
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
 - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 29.2. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
- 29.3. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 29.4. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 29.5. The Allottee shall on or before the date of handing over of possession of the Designated Apartment pay to the Promoter the following deposits:
- (i) The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs._____/-, as security for payment of the maintenance charges. The unadjusted Security Deposit shall be transferred to the Association upon its registration.

- (ii) Security Deposit and the expenses as may be required by WBSEDC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas and payable to the Promoter on or before the notice for possession.
- (iii) Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.

29.5.2 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

29.5.3 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

SCHEDULE E-2

Common Expenses shall include the following (“**Common Expenses**”):

- I. MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project including Common Unit, Club, MLCP, lifts, generators, intercom, CCTV, water pump with motors, [electricals and solar plant](#), Club related equipments and also the Parking Spaces and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..
- II. OPERATIONAL: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
- III. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- V. TAXES / FEES : Municipal and other rates, taxes and levies and all other outgoings in respect of the premises [including all statutory outgoings](#) (save those assessed separately in respect of any unit).

- VI.** AMC & INSURANCE: Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII.** COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII.** RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX.** PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- X.** OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.