

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this [•] day of [•],
2018

BETWEEN

- 1.1 DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.1 JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.2 DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.3 ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.4 ANGARIK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.5 LENTILS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.6 SHALLOT TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;

- 1.1.7 SALSIFY COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.8 SALSIFY VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.9 SALSIFY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.10 NAVY BEANS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.11 NETTLES VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.12 NETTLES DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.13 ENDIVE VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.14 NERINE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.15 ENDIVE TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.16 NERINE VYAPAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.17 ENDIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

- 1.1.18 NAVY BEANS COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.19 NAVY BEANS DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.20 LENTILS TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.21 NERINE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.22 ENDIVE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block - 1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.23 LENTILS TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.24 LENTILS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.25 ENDIVE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.26 NAVY BEANS TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.27 FRISEE TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.28 ANTRAY CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.29 ANTRAY REALESTATE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.30 ANTRAY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.31 ARUNABH DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.32 ASHTEK CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.33 ASHTEK INFRANIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.34 DEBAJAM CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.35 DEBAJAM DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.36 GANADHI VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.37 JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.38 JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.39 JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.40 DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.41 DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.42 JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.43 JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.44 KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.45 KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.46 KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.47 KALASHDHA DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.48 KALASHDHA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.49 KALASHDHA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.50 KALASHDHA VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.51 RAJNANDITA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.52 RAJNANDITA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.53 RANCHHOR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.54 RITUDHAR CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.55 RITUDHAR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.56 SWAPNO VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.57 PUSHAPDHAM MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.58 PUSHAPDHAM VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.59 PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.60 PUSHAPDHAM ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.61 BAHUMULYA TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.62 BAHUMULYA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.63 BAHUMULYA MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.64 BAHUMULYA DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.65 PUSHAPDHAM DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.66 SHIVKRIPA NIRMAAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.67 SHIVPARIWAR HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.68 SHIVRASHI RESIDENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.69 SHIVMANI INFRATECH PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.70 REACHSMART REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.71 GOLDENSIGHT NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata- 700001;
- 1.1.72 HEADFIRST NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata- 700001;

1.1.73 UNNATI BUILDERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

1.1.74 UNNATI HIGHRISE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

1.1.75 YASODA ENCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017; All represented by their Constituted Attorney, **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm, having its office at 3A, Auckland Place, 10th Floor, Kolkata-700017, pursuant to the Power of Attorney dated 17th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No.6, at Pages 2307 to 2357, Being No.02356 for the year 2015

(collectively **Owners**, includes successors-in-interest and/or assigns)

And

2. ARISTO INFRA DEVELOPERS LLP, a limited liability partnership firm, having its office at 3A, Auckland Place, 10th Floor, Kolkata – 700 017 and represented by its partners

(Promoter, includes successors-in-interest and/or assigns)

And

3. _____, son/wife of _____, of _____

(Allotee, includes successors-in-interest).

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

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

DEFINITIONS:

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- b) **“appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) **“Section”** means a Section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of the property more fully described in the **Part-I of the SCHEDULE A** hereto and delineated in the Plan/Map annexed hereto and bordered in red (the **“Project Land”**), which was purchased by Owners from time to time through the devolution of title of the Project Land more fully described in the **Part III of SCHEDULE A** hereto (Devolution of Title).
- B. The Owners and the Promoter have entered into a Joint Development Agreement dated 23rd September’2014 registered with the Office of the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD Volume No. 1, Pages from 4224 to 4290, Being No. 00213 for the year 2015 (hereinafter referred to as “the **said**

Joint Development Agreement”) for development of a real estate project on the Project Land.

- C. The Owners have also granted a Power of Attorney dated 17th April'2015 registered with the Additional Registrar of Assurance -III, Kolkata, in Book No. IVCD Volume 6, Pages 2307 to 2357, Being No. 02356 for the year 2015 to the Promoter (hereof theinafter referred to as “the **said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.
- D. The Project Land is intended for the purpose of development of an integrated housing project thereon in a phased wise manner, presently named as “**Signum Parkwood Estates**”, comprising residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat and proposed as a “real estate project” by the Promoter and is being registered as a “real estate project” (the “Real Estate Project or “Project”) with the West Bengal Housing Industry Regulatory Authority (“the Authority”) under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- E. The Promoter has caused a plan to be sanctioned by the _____, being Building Plan Approval No. _____ dated _____ (“**Plan**”), for construction of 4 Residential G+8 storied buildings (“Buildings”) on a portion of the Project Land, more fully described in **Part - II** of the **Schedule A** hereto and delineated in the Plan/Map annexed hereto and bordered in orange (“**Phase 1 Land**”) wherein the Promoter intends to commence, construction and marketing of 4 G+8 buildings_____ (“**Phase 1**”) which will be the first phase of development of the Project on a portion of the Project Land,.
- F. The Promoter intends to take up construction and development of the remaining portion of the Project Land in a phase wise manner (the “**other Phases**”), in due course.

- G. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project Land as well as the Phase 1 Land have been completed.
- H. The Owners and the Promoter have duly intimated the Bhadreswar Municipality about commencement of construction of the project vide its letter dated 31st July'2015;
- I. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Phase 1 and the apartment or buildings thereon, as the case may be, and agrees and undertakes that it shall not make any changes to these approved plans of Phase 1 except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The Promoter has registered the Phase 1 of the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•] .
- K. The Allottee has applied for allotment of an apartment in Phase 1 of the Project vide application No. [•] dated [•] and has been allotted Apartment No.[•] having carpet area of [•] square feet, along with balcony having an area of [•] square feet, super built up area of [•] square feet, on the [•] floor in Tower No. [•], Block [•] (**"Building"**) along with [•] garage/covered parking/open parking (not being a part of Common Area) parking space No. [•](**"Parking Space"**) admeasuring square feet, to be developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B** hereto together with the pro rata share in the Common Areas, Amenities and Facilities of the Phase 1 (**Phase Common Areas, Amenities & Facilities**) morefully mentioned in **Part I of Schedule C** as permissible under applicable law (hereinafter collectively referred to as the **"said Apartment"**) morefully mentioned in **Part - I** of the **Schedule B** hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use (**Project Common Areas, Amenities and Facilities**), morefully mentioned in **Part II** of

Schedule C hereto and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**.

- L. The Allottee has in terms of the Payment Plan hereunder paid a sum of Rs. [•] being 10% of the Unit Price (**Booking Amount**) and booking of the Said Apartment has been confirmed by the Promoter vide a letter dated [•].

- M. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter and the Owners, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Phase Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owners and Promoter, their men and agents, the owners and occupants of apartments of Other Phases with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owners and occupiers of apartments of the other Phases shall also be entitled to the Project Land and all benefits arising therefrom including the right to access of the Other Phases through the entry, exits, roads, paths and passages of Phase 1 comprised in the Project and/or through the Project Land.

- N. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- O. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

- P. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

- Q. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. The Allottee has been made aware and has unconditionally agreed that the other owners and occupants of apartments of the Other Phases of the Project shall have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of the Other Phases of the entire Project **(Common Areas, Amenities and Facilities of the Project)**.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the said Apartment together with the right to enjoy the Project Common Areas Amenities and Facilities (as and when ready) and the Allottee hereby agrees to purchase the said Apartment subject to the terms and conditions contained in all the recitals above. It is also mutually agreed that the Project Common Areas, Amenities and Facilities shall be conveyed to the Association of the allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of the Project.

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 said Apartment.

1.2 The Total Price for the said Apartment based on carpet area is Rs.[•]/- (Rupees [•] only) (“**Total Price**”):

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
A.	<p>Unit Price:</p> <p>a) Cost of Apartment/Unit having carpet area of ____ sq ft,</p> <p>b) Cost of exclusive balcony measuring ____ sq ft or verandah</p> <p>c) Preferential Location Charge</p> <p>d) Floor Rise Charge</p> <p>e) Proportionate cost of Common Areas. with external wall thickness etc.</p> <p>f) Covered parking / open parking / podium basement / podium ground / podium first floor parking</p>	[Please specify square rate]	[Please specify total]
Sub-Total :			
B.	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator @Rs. [•]/- per KVA (0.5 KVA for 2 BHK , 0.75 KVA for 3 BHK and 1 KVA for 3 BHK (Big Size))</p> <p>(b) Proportionate share of installation of transformer/HT/LT electricity supply and electricity charges calculated @ Rs. [•]/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/Documentation charges excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at actuals</p> <p>(e) Club Development Charges per Apartment calculated @ Rs. [•]/- per sq.ft.</p> <p>(f) Interest Free common area maintenance charges for 12 months @ Rs.[•]/- per sq.ft of Unit Carpet</p>	<p>(a) [•]</p> <p>(b) [•]</p> <p>(c) Rs. [•]/- (Rupees [•]) only</p> <p>(d) Rs. [•]/-</p> <p>(e)Rs. [•]/-</p> <p>(f) [•]</p>	

	area to be paid as per notice of possession. (g) Charges for Formation of Association at actuals	
	Sub-Total :	
C	Total GST (Goods and Service Tax)	
	Total Price (A + B+C)	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electricity Meter;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Costs charges and expenses for providing satellite, cable TV connection, per such connection as per actuals;
- (e) Interest Free Maintenance Deposit @ Rs. [•] per sq.ft of Carpet Area amounting to Rs. [•];
- (f) Interest Free Deposit for Rates and Taxes @ Rs. [•] per sq.ft. of Carpet Area amounting to Rs. [•]; and
- (e) Interest Free Sinking Fund @ Rs. [•] per sq. ft. of carpet area amounting to Rs.[•].
- (g) Betterment Charges or other levies as may be imposed or charged by any Government Authorities or Statutory Bodies on the Said Phase 1 or the said

Apartment or upon its transfer.

The abovementioned Interest Free Maintenance Deposit and Interest Free Sinking Fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the allottees upon its formation.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottees, after obtaining completion certificate of the Project.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of 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 extended) 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 the **Schedule D** hereto ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discontinuing such early payments @ [•]% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in Phase 1 described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act

Provided That the Promoter may make such minor additions or alterations or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Allottee(s) agree(s) that he/they is/are aware that the Promoter is developing and/or proposing to develop in due course, the Other Phases of the Project, whose occupants will also use the Project Common Areas, Amenities and Facilities thereof and installations thereat on completion of the same.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 1.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the Apartment 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 the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per

annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Schedule D**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.

1.10 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have pro rata share in the Phase Common Areas , Amenities and Facilities and the right to use the Project Common Areas, Amenities and Facilities. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for the Project.
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the said Phase 1 and the Apartment, as the case may be, at his/her own risk however with prior intimation to and permission from the Promoter.

1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that except for and subject to proposed sharing of infrastructure, common areas, facilities and amenities of Phase 1 and Other Phases and easement rights being granted therein to the owners and occupants of the Other Phases, Phase 1 is an independent, self-contained project covering the Phase 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 and use of the Common Areas, Amenities and Facilities of all phases for the benefit of all the allottees of all the Phases. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the allottees of the said Phase along with the allottees of the other Phase.

- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings in connection with the Phase 1 (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Phase 1). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.13 The Allottee has paid a sum of Rs.[•]/- (Rupees [•] only) including GST as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan 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 equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. **MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Fourth Schedule hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of [•] payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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 shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or 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 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 and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Phase 1 and the Phase Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee. The Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Project and the Phase Common Areas, Amenities and Facilities shall be completed by the Promoter before handing over of possession of the Apartment to the Allottee.

6. **CONSTRUCTION OF THE PROJECT/ PHASE/APARTMENT:**

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-1** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **Part II of SCHEDULE B** and the **SCHEDULE C** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Phase 1 in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the

bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment with all specifications, amenities and facilities of the said Phase 1 of the Project in place on [•] unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the said Phase 1 of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are 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 said Phase of 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 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called

issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the “**NOTICE OF POSSESSION**”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice Of Possession by the Allottee. (the “**POSSESSION DATE**”) Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **SCHEDULE D** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the 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 Phase 1 of the Project in terms of this Agreement. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the

Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**).

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act.
- 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 paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty five) days of such cancellation and in such event all the amounts paid by the Allottee towards GST_will be refunded (if permitted) in accordance to the GST Laws applicable at the time of cancellation of this Agreement. However, in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded aforesaid balance amount.

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

refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

- 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 or the Phase thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate equivalent to the prevailing Prime Lending Rate of State Bank of India plus two percent per annum including compensation (if any) in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land and the Phase 1 Land and the Promoter has the requisite rights to carry out development upon the Project Land and Phase 1 Land and has absolute, actual, physical and legal possession of the Project Land and the Phase 1 Land for the said Phase 1 of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase 1 of the Project;
- (iii) There are no encumbrances upon the Phase 1 Land, save and except that the Phase 1 Land has been mortgaged by the Owners to Axis Bank Ltd. for securing a loan availed of by the Developer for the purpose of development of Phase 1 on the Phase 1 Land. The Promoter shall cause the said Axis Bank, if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Phase 1 Land/Project Land or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Phase 1 of the Project, Project Land, Phase 1 Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Phase 1, Phase 1 Land, buildings and apartment and the 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 be prejudicially 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 Phase Land, including the said Phase 1 and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the pro rata share in the Phase Common Areas, Amenities and Facilities together with the right to enjoy the Project Common Areas, Amenities and Facilities, as and when the same are constructed/completed to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (x) The said Apartment is not the subject matter of any HUF and to the best of the knowledge of the Owners and the Promoter, no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Promoter 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 Phase 1 to the competent authorities till the completion certificate of the Phase 1 has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.

- (xiii) 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 Project Land and/or Phase Land) has been received by or served upon the Promoter in respect of the Project Land.

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) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the said Phase 1 within the stipulated time disclosed at the time of registration of the said Phase 1 with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the 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 to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (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 equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

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

- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Project Land/Phase 1 Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with pro rata share in the Phase Common Areas Amenities and Facilities and together with right to use the Project Common Areas, Amenities and Facilities as and when completed, within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case

may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PHASE/ 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 or such other certificate by whatever name called issued by the competent authority of the Project.

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

12. INTERIM MAINTENANCE PERIOD

12.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain both the Phase Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.

12.2. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Project Common Areas, Amenities and

Facilities including the Phase Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Project Common Areas, Amenities and Facilities and the Phase Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

- 12.3 The maintenance and management of Project Common Areas, Amenities and Facilities and the Phase Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 12.4 The Rules/ Bye Laws to regulate the use and maintenance of the Phase Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- 12.5. After the Project Common Areas, Amenities and Facilities are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

13. FORMATION OF ASSOCIATION

- 13.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“**ASSOCIATION**”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription

and/or membership amounts, together with the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Project Common Areas, Amenities and Facilities to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- 13.2 Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the Allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 13.3 Upon formation of the Association, the Promoter shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or

responsibility in respect thereof and the Allottee and the Association shall keep each of the Owners and the Promoter fully saved, harmless and indemnified in respect thereof.

- 13.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and Common Charges and Expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- 13.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 13.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 13.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project.
- 13.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 13.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 13.11 It has been agreed by the parties that the Association(s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas ,amenities and facilities of the Project together with all easement rights and appurtenances belonging

thereto.

14.1 CLUB

14.2 Several Common Portions shall be included in and shall comprise a social and recreational club of the residents of the Said Complex and Other Parkwood Property Owners (**Said Club**). In this regard, it is clarified that (1) the decision of the Promoter as to which of the Common Portions shall be included in the Said Club shall be final and binding on the Allotee, (2) the facilities and amenities of the Said Club (such as gymnasium, library, swimming pool etc.) shall be made ready for use and operation by the Promoter upon completion of the Said Complex, but the recurring costs for renovation, repair, up-gradation and maintenance shall be borne proportionately by the Allotee, (3) the Said Club shall have a compulsory fixed monthly subscription and also have pay-per-use facilities and amenities, (4) the Allotee shall be bound to follow the rules and regulations of the Said Club, (5) the constitution and ownership control of the Said Club shall be by way of a democratic process and (6) the day to day running, operation and rendition of services in the Said Club shall be managed by a professional commercial organization (**Club Manager**), to be initially engaged by the Promoter. The complete scheme for, management and regulation of the Said Club (**Club Scheme**) shall be finalized by the Promoter at or before the Date Of Possession and the acceptance by the Allotee of the Club Scheme shall be a condition precedent to completion of the sale of the Said Flat And Appurtenances in terms of this Agreement **provided however** the Club Scheme may be modified by the consent of 80% (eighty

percent) or more of the residents of the Said Complex and Other Parkwood Property Owners.

15. **DEFECT LIABILITY:**

- 15.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 15.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 14 hereinabove.

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

17. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Phase, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment 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.

18. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 18.1 Subject to para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes 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.
- 18.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 18.3 The Allottee shall plan and distribute his 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.
- 18.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the

roof or terrace of the building or any window antenna, excepting that the Allottee shall be entitled to avail the connection facilities of the designated two service providers to all the Apartments. However, installation charges, usage charges and renewal thereof for availing and using such connections shall be paid directly by the Allottees to the service provider and in no event shall the promoter be held liable for any disputes arising therefrom.

- 18.5 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule E** below.

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

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

20. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as may be permitted in accordance to applicable laws.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

22. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

23. 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 as and when intimated by the Promoter, if required by the provisions of applicable laws. 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT:

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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

25. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

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

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

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

27.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment **Plan** 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 precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

28. **SEVERABILITY:**

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

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

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

30. **FURTHER ASSURANCES:**

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

31. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter and registered at the office of the Sub Registrar at [•], in terms of para

22 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. NOTICES:

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)

____ (Owners name)

____ (Owners Address)

____ (Promoter name)

____ (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.

33. 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.

34. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, 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 and regulations made thereunder.

35. **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.

36. **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 through the Authority appointed under the Act.

37. **General Covenants:**

- 37.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 37.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 37.3 That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number
- 37.4 That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 37.5 That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 37.6 That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 37.7 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 37.8 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

- 37.9 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 37.10 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 37.11 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 37.12 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 37.13 That the Allottee agrees that the swimming pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations to be framed by the Promoter and thereafter the Association, on formation, and as may be further modified from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable and shall be at the own risk of the Allottee. The Allottee shall adhere to all necessary safety guidelines so as to avoid and/or prevent any untoward incident.

38. Nomination by Allottee with Consent:

The Allottee admits and accepts that after the lock in period as mentioned in Clause 38 (b) herein and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly

adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate any third party before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ Rs. [•]/- per square foot of carpet area (**Nomination Price**) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the

Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

39. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED by the
withinnamed **OWNERS** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** at **Kolkata** in
the presence of:

SCHEDULE - A

PART I

(PROJECT LAND)

All That the piece and parcel of Bastu land admeasuring 9.1152 Acres equivalent to 551 cottah 7 Ch 23.11 Sq. ft, be the same a little more or less lying and situate at Mouza- Mankundu, J.L. No.9, R.S. No. 869, within the limits of Bhadreswar Municipality, Holding No.55, Khan Road in Ward No. 1 (formerly 20), Police Station – Bhadreswar, Sub District Hooghly, comprised in the following R.S & L.R. Dag Nos. under the R.S. & L.R. Khatian Nos.

R. S. Khatian No.	L. R. Khatian No.	R. S. DAG NO.	L. R. DAG NO.	AREA OF LAND IN ACRE
800	213/1 & 1056/1	1098	898	0.0331
802	213/1 & 1056/1	1099	898	0.0726
797	213/1 & 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2538
1669	213/1 & 1056/1	1094	897	0.9170
33	213/1 & 1056/1	1137 / 1226	948	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 & 1056/1	1136 / 1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690

795	213/1 & 1056/1	1138	944	0.8213
795	213/1 & 1056/1	1097/ 1228	898	0.0886
795	213/1 & 1056/1	1101	898	0.0250
795	213/1 & 1056/1	1097/ 1228	898	0.0456
458	362	1142	952	0.256
458	362	1143	953	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
TOTAL				9.1152

and butted and bounded in the manner as follows :

ON THE NORTH : By J.C. Khan Road;

ON THE EAST : By R.S. Dag No.1140 and by R.S. Dag No.1141 and by R.S. Dag No.1228 (P);

ON THE SOUTH : By Partly by R.S. Dag No. 1138(P) and by R.S. Dag No.1139 (P);

ON THE WEST : By R. Dag No. 1228 (P) and by R.S. Dag No.1102

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

PART II
(PHASE 1 LAND)

ALL THAT the piece and parcel of land measuring 2910 Sq. Mtrs., more or less, equivalent to 43.50 cottahs, more or less, out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

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

PART III

(DEVOLUTION OF TITLE)

Ownership of Jogendra Chandra Khan:

- A. One Jogendra Chandra Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, several pieces and parcels of land in J.L. No.9 R.S. No.869, Mouza - Mankundu, Police Station - Bhadreswar, Additional District Sub-Registrar Office at Chandannagar, District - Hooghly, hereinafter referred to as "the **MANKUNDU PROPERTIES**";

Transfer of Mankundu Properties to Trust:

- B. By an Indenture of Trust dated 26th June, 1946, hereinafter referred to as "the **SAID INDENTURE OF TRUST**", made between the said Jogendra Chandra Khan, therein as well as hereinafter referred to as "the **SETTLOR**" of the One Part and his three grandsons, Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and the Settlor, the said Jogendra Chandra Khan, therein collectively referred to as the Trustees of the Other Part and registered in the Office of Registrar of Calcutta, in Book No.I, Volume No. 83, at Pages 112 to 154,

Being No.2363 for the year 1946, the Settlor therein transferred, conveyed, assigned and assured in favour of the Trustees therein several massuage, lands, tenaments, heriditaments, zamindaries, premises and moneys (including the Mankundu Properties), all of which are hereinafter collectively referred to as “the **TRUST ESTATE**” to hold the same in trust for the benefit and welfare of the Settlor during his lifetime and thereafter for the benefit and welfare of his said three grandsons subject to maintenance and life interest of the Settlor’s widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor’s pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

Division of Trust Estate:

- C. In terms of the Said Indenture Of Trust, the Settlor, inter alia directed for division of the Trust Estate in three equal parts or shares and upon the death of the Settlor to appropriate each of the said three divided portions for the use and benefit of each of the said three grandsons of the Settlor subject to the maintenance and life interest of the Settlor’s said widow, (Smt.) Jugalmoni Dasi and the widow of the Settler’s pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

Demise of Jogendra Chandra Khan:

- D. On or about 1st July,1946, the Settlor, the said Jogendra Chandra Khan died and upon his death the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan continued to administer and manage the said Trust Estate, including the Mankundu Properties, as per the provisions of the Said Indenture Of Trust;

Administration and Maintenance of Trust Estate:

- E. In pursuance of the direction given by the Settlor under the said Indenture Of Trust, by a Deed of Declaration dated 9th July, 1954 and registered on 4th August, 1954, hereinafter referred to as “the **SAID DEED OF DECLARATION**” registered in the office of the Registrar of the Assurances, Calcutta, in Book No. I, Volume No.106, at Pages 67 to 110, Being No. 3812 for the year 1954, the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust Estate in three equal parts and/or shares which parts and/or shares of the Trust Estate was morefully and particularly described in Lists ‘X’, ‘Y’ and ‘Z’ of the Said Deed Of Declaration and the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan declared that the Trust Estate as described in the Lists ‘X’, ‘Y’ and ‘Z’ of the Said Deed of Declaration are being held, administered and maintained by the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan as trustees;

Inclusion of Plot No.1097/1228 in Trust Estate:

- F. Inasmuch as owing to inadvertent error Plot No. 1097/1228 comprised in the Mankundu Properties was not included in Trust Estates under Said Indenture Of Trust and that for all purposes it was always the intention of the Settlor to make a trust of all his estates including the said Plot No.1097/1228 comprised in the Mankundu Properties the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan included the said Plot No.1097/1228 comprised in the Mankundu Property in the Trust Estate by the Said Deed of Declaration;

Appointment of (Smt.) Mallika Khan as Trustee:

- G. Inasmuch as in the Said Indenture Of Trust it was inter alia directed by the Settlor therein that the income from the properties mentioned in List 'Y' of the Said Deed Of Declaration be credited to the account of the said Kartick Chandra Khan and upon his death to make over the said properties to the heirs of the said Kartick Chandra Khan by a Deed of Appointment of Trustee dated 23rd November, 1954, hereinafter referred to as "the **SAID DEED OF APPOINTMENT**", made between the said Kartik Chandra Khan, therein referred to as the Continuing Trustee of the First Part and the said Ganesh Chandra Khan and Bishnu Chandra Khan, therein collectively referred to as the Retiring Trustees of the Second Part and the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, therein referred to as the New Trustee of the Third Part and registered in the Office of the Registrar of Assurance, Calcutta in Book No. I, Volume No. 125, at Pages 155 to 184, Being No. 5133 for the year 1954 the Retiring Trustees therein retired from the trusteeship and the New Trustee therein was inducted as a new trustee along with the Continuing Trustee and to maintain, administer and manage inter alia a part of the Trust Estate being the properties described in the List 'Y' of the Said Deed Of Declaration;

Administration Suit filed by Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Charan Khan:

- H. For proper management and administration of the Trust Estate and for framing a scheme of administration of the Trust Estate the said Ganesh Chandra Khan, Kartik Chandra Khan and Bishnu Chandra Khan filed a suit in the Hon'ble High Court at Calcutta being Administration Suit No. 1019 of 1956, hereinafter referred to as "the **SAID ADMINISTRATION SUIT**", against the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi, the wife of the said Ganesh Chandra Khan, (Smt.) Annapurna Khan, the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, the wife of the said Bishnu Chandra Khan, (Smt.) Leela Khan, and their respective family members viz, Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan, Amit Kumar Khan, (Kumari) Anita Khan, (Kumari) Pronita Khan, (Kumari) Reena Khan, the Vendors herein; viz Ashim Chandra Khan, (Kumari) Hena Khan, (Kumari) Padma Khan, (Kumar) Mita Khan, one Debi Prosad Khan and Ganga Prosad Khan;

Order dated 10th September, 1956:

- I. By an order and decree dated 10th September, 1956 passed in the Said Administration Suit it was inter alia ordered by the Hon'ble High Court at Calcutta that the said Kartick Chandra Khan and the said (Smt.) Mallika Khan be appointed as Trustees of the properties mentioned in List 'Y' of the Said Deed of Declaration to the exclusion of the all other trustees of the Trust Estate;

Order dated 19th March, 1962:

- J. By a further order and decree dated 19th March, 1962 passed in the Said Administration Suit the Hon'ble High Court at Calcutta was further pleased to inter alia direct that inasmuch as the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and their respective family members thought that the their separate Trust Estate as mentioned in the Lists 'X' 'Y' and 'Z' of the Said Deed Of Declaration be separated and administration and management thereof be handed over to each of the said three grandsons of the Settlor interested in the properties allotted to their own branches, the present trustees be discharged and each of the said three grandsons of the Settlor along with their respective wives be appointed as trustees of the properties in which each of them are interested and the Hon'ble High Court at Calcutta was further pleased to direct that each of the three Trust Estate be vested in the respective new trustees appointed by the said order and decree subject to the right of the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi;

Vesting of Mankundu Properties in Kartick Chandra Khan and (Smt.) Mallika Khan:

- K. Inasmuch as a part of the Mankundu Properties forms a part and parcel of the said List 'Y' of the Said Deed of Declaration in pursuance of the Said Deed Of Appointment and the said orders dated 10th September, 1956 and 19th March, 1962 passed in the Said Administration Suit the same vested in the said Kartick Chandra Khan and (Smt.) Mallika Khan;

Demise of (Smt.) Jugalmoni Dasi:

- L. Or about 29th November, 1967 the said (Smt.) Jugalmohan Dasi died;

Demise of (Smt.) Jnanoda Sundari Dasi:

- M. On or about 22nd July, 1971 the said (Smt.) Jnanoda Sundari Dasi died;

Demise of Kartick Chandra Khan:

- N. On or about 19th November, 1982 the said Kartick Chandra Khan died intestate leaving behind him surviving his wife, the said (Smt.) Mallika Khan, his four

daughters, (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and his one son, Ashim Chandra Khan, hereinafter collectively referred to as "the **HEIRS OF LATE KARTICK CHANDRA KHAN**" as his legal heirs and heiresses who in terms of the Said Indenture Of Trust jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia a part of the Mankundu Properties, morefully and particularly described in the said List 'Y' of the Said Deed Of Declaration;

Ownership of the Heirs of Late Kartick Chandra Khan:

- O. In the circumstances the Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, **ALL THAT** the piece and parcel of land comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 8.7082 Acres, more or less in J.L. No.9, R.S. No. 869, Mouza- Mankundu, L.R. Khatian No. 213, 213/1 and 1056/1, Police Station - Bhadreswar, Additional District Sub-Registration Office at Chandannagar, District - Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R. S. Khatian No.	L. R. Khatian No.	R. S. Dag No.	L. R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0720
799	213/1 and 1056/1	1097/1229	898	0.0053
795	213/1 and 1056/1	1097/1228	898	2.4252
1669	213/1 and 1056/1	1094	897	0.9170
33	213/1 and 1056/1	1137/1226	848	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 and	1136/1227	947	0.1050

	1056/1			
795	213 & 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.7082

hereinafter collectively referred to as the "**LARGER PLOTS**";

Agreement for Sale of portion of the LARGER PLOTS:

- P. By a Bengali Bainapatra (Agreement for Sale) dated 18th May, 1993, hereinafter referred to as "the **SALE AGREEMENT**" made between the Heirs Of Late Kartick Chandra Khan, therein collectively referred to as the Grantors of the Sale Agreement of the One Part and one M/s. Housing Consultancy Private Limited, represented by its Director, Shibabrata Dutta, one (Smt.) Jaba Khan, Sarojit Khan, Shib Shankar Ghosh, Pravat Kumar Dey and Narendra Nath Neogi, therein collectively referred to as the Recipients of the Sale Agreement of the Other Part and registered in the Office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, Volume No. 22, at Pages 36 to 44, Being No. 1225 for the year 1993 the Grantors of the Sale Agreement therein for the consideration therein mentioned agreed to sell transfer and convey in favour of the Recipients of the Sale Agreement therein and/or their nominees free from all encumbrances of any nature whatsoever inter alia Larger Plots excepting the land in R.S. Dag Nos. 1099, 1100 and 1094 comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the Said Deed of Declaration, hereinafter referred to as "the **LAND AGREED TO BE SOLD**"

Suit for Partition:

- Q. The said Ashim Chandra Khan filed a suit for partition and administration of inter alia the Trust Properties comprised in the said List 'Y' of the Said Deed Of Declaration being Suit No.308 of 1994 in the Hon'ble High Court at Calcutta, hereinafter referred to as "the **PARTITION SUIT**" against the remaining heirs of Late Kartick Chandra Khan;

Order dated 22nd November, 1994:

- R. By an order dated 22nd November, 1994 passed by the Hon'ble High Court at Calcutta in the Partition Suit the Vendor No. 5 herein, the said Ashim Chandra Khan was appointed as the Receiver over the properties comprised in the said List 'Y' of the Said Deed Of Declaration and if the parties to the said Partition Suit so desired the same could be sold;

Deed of Partnership dated 24th April, 1995:

- S. After entering into the Sale Agreement, by a Bengali Deed of Partnership dated 24th April, 1995 made between the said Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the Second Party of Second Part, the said Sarojit Khan, therein referred to as the said Third Party of the Third Part, the said Shib Sankar Ghosh, therein referred to as the Fourth Party of the Fourth Part, the said Pravat Kumar Dey, therein referred to as the Fifth Party of the Fifth Part and the said Narendranath Neogi, therein referred to as the Sixth Party of the Sixth Part and registered in the office of the Additional District Sub-Registrar Chandannagar at Hooghly in Book No. IV, Volume No.1 , at Pages 217 to 226 , Being No.42 for the year 1995 the parties therein agreed to carry on the business of developing and/or commercially exploiting inter alia the Land Agreed To Be Sold in co-partnerships hereinafter referred to as the "**SAID PARTNERSHIP BUSINESS**" under the name and style of M/s Housing Consultancy & Real Estate Developers, being the Confirming Party herein by treating the advance paid under the Sale Agreement as the capital of the Said Partnership Business;

Retirement from Partnership by Shib Sankar Ghosh:

- T. By a Deed of Retirement of Partnership dated 30th April, 1996 made between said Shib Sankar Ghosh, therein referred to as the Retiring Partner of the One Part and the said M/s. Housing Consultancy Private Limited, the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part the said Shib Sankar Ghosh upon withdrawing the share of contribution standing to the credit of the said Retiring Partner therein retired from the said partnership business;

Reconstruction of Partnership:

- U. By an Indenture of Partnership dated 1st November, 1996, made between the said M/s. Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, therein, the said (Smt.) Jaba Khan, therein referred to as the Second Party of the Second Part, the said Sarojit Khan, therein referred to as the Third Party of the Third Part, the said Pravat Kumar Dey therein referred to as the Fourth Party of the Fourth Part and the said Narendra Nath Neogi, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to continue as partners of the Said Partnership Business;

Sale of Land in R.S. Dag No. 1097/1228:

- V. By an Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein

referred to as the Vendor of the First Part and the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and one Nemai Chandra Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar, Hooghly, in Book No.I, Volume No.13 at Pages from 213 to 226, Being No. 567 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Nemai Chandra Khan:

- W. In the circumstances the said Nemai Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less (equivalent to 0.0456 Acres), in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, hereinafter referred to as "the **SAID LAND OF NEMAI CHANDRA KHAN**";

Ownership of Arijit Khan:

- X. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the one Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 179 to 196, Being No. 565 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 7 (seven) Chittaks and 8 (eight) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan in R.S. Dag Nos.1101 and 1097/1228:

- Y. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 227 to 244, Being No.568 for the year 1998, the Vendor therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 6 (six) Chittaks and 20 (twenty) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag Nos.1101 and 1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan in R.S. Dag No.1097/1228:

- Z. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, herein, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 245 to 262, Being No.569 for the year 1998, the Vendors therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs and 17 (seventeen) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan:

- AA. In the circumstances the said Arijit Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 6 (six) Cottahs and 14 (fourteen) Chittaks more or less (equivalent to 0.1136 Acres), in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228 and 1101, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality as follows:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	213/1 and 1056/1	1101	898	0.0250
795	213/1 and 1056/1	1097/1228	898	0.0886
				0.1136

hereinafter referred to as "the **SAID LAND OF ARIJIT KHAN**";

Ownership of balance land of Heirs of Late Kartick Chandra Khan:

- BB. In the circumstances the said Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, the remaining portion of the Larger Plots being **ALL THAT** the piece and parcel of land comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 8.5586 (eight point five five eight six) Acres, more or less, in J.L. No.9, R.S. No.869, Mouza - Mankundu, L.R. Khatian No.213, 213/1 and 1056/1, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District - Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2900
1669	213/1 and	1094	897	0.9170

	1056/1			
33	213/1 and 1056/1	1137 / 1226	848	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 and 1056/1	1136 / 1227	947	0.1050
795	213 and 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.5586

hereinafter collectively referred to as the “**SAID LAND OF THE HEIRS OF LATE KARTICK CHANDRA KHAN**”;

Retirement of Partnership by Housing Consultancy Pvt. Ltd.:

- CC. By a Deed of Retirement dated 31st July, 2006 made between the said Housing Consultancy Private Limited, therein referred to as the Retiring Partner of the One Part and the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part, the Retiring Partner therein upon withdrawing the share of contribution standing to the credit of the Retiring Partner therein retired from the Said Partnership Business;

Reconstruction of Partnership:

- DD. By a Deed Partnership dated 1st August, 2006 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said Narendra Nath Neogi, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Mandira Dey, therein referred to as the Fifth Party of the Fifth Part, the parties therein agreed to carry on the Said Partnership Business in co-partnership;

Demise of (Smt.) Mallika Khan:

- EE. On or about 17th December, 2007, the said (Smt.) Mallika Khan who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her said 4 (four) daughters, namely, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and her said son, Ashim Chandra Khan as her legal heir and heiresses who jointly inherited the share of

Late Mallika Khan in, inter alia, the Said Land Of the Heirs Of Late Kartick Chandra Khan;

Order dated 25th June, 2008:

- FF. By an order dated 25th June, 2008 passed by the Hon'ble High Court at Calcutta the Partition Suit was dismissed as not pressed;

Demise of Narendra Nath Neogi:

- GG. On or about 3rd January, 2009 the said Narendra Nath Neogi died intestate living behind him surviving his wife, (Smt.) Menoka Neogi and his four daughters, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy as his legal heiresses who jointly inherited the right, title and interest of the said Late Narendra Nath Neogi in the Said Partnership Business;

Substitution of Partnership:

- HH. By an Indenture dated 12th January, 2009 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said (Smt.) Mandira Dey, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Menoka Neogi, therein referred to as the Party of the Fifth Part, the said (Smt.) Menoka Neogi was substituted as a partner of the said firm in place and stead of Late Narendra Nath Neogi and agreed to carry on the Said Partnership Business in co-partnership;

Disclaimer by (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy:

- II. By a Bengali Na-Dabi Patra (Deed of Disclaimer) dated 6th March, 2009 the said four daughters of Late Narendra Nath Neogi, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy disclaimed all their right, title and/or interest in the Said Partnership Business and consented to the appointment of their mother, the said (Smt.) Menoka Neogi as the partner of the Said Partnership Business;

Sale by the Heirs of Late Kartick Chandra Khan excepting Late Mallika Khan:

- JJ. By an Indenture dated 8th May, 2013 made between the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Vendors of the First Part, the said Housing Consultancy & Real Estate Developers, a partnership firm of 87, J.C. Khan Road, Post Office - Mankundu, Police Station - Bhadreswar, District- Hooghly, having

Income Tax PAN AABFH9528H, represented by its partner, Pravat Kumar Dey, son of Late Gurudas Dey, residing at Krishna Patty Road, Post Office Chandannagore, Police Station Chandannagore, District Hooghly, therein referred to as the Confirming Party of the Second Part and the Seller Nos. 1 to 70 herein, viz. **(1)** Deepesh Shoppers Private Limited, **(2)** Jagsak Realtors Private Limited, **(3)** Debajam Realty Private Limited, **(4)** Arunabh Conclave Private Limited, **(5)** Angarik Developers Private Limited, **(6)** Lentils Dealcom Private Limited, **(7)** Shallot Tradecom Private Limited, **(8)** Salsify Commerce Private Limited, **(9)** Salsify Vyapaar Private Limited, **(10)** Salsify Vincom Private Limited, **(11)** Navy Beans Dealcom Private Limited, **(12)** Nettles Vintrade Private Limited, **(13)** Nettles Dealtrade Private Limited, **(14)** Endive Vyapaar Private Limited, **(15)** Nerine Vinimay Private Limited, **(16)** Endive Traders Private Limited, **(17)** Nerine Vyapar Private Limited, **(18)** Endive Vincom Private Limited, **(19)** Navy Beans Commerce Private Limited, **(20)** Navy Beans Dealtrade Private Limited, **(21)** Lentils Tie-Up Private Limited, **(22)** Nerine Vincom Private Limited, **(23)** Endive Dealcom Private Limited, **(24)** Lentils Tradecom Private Limited, **(25)** Lentils Vinimay Private Limited, **(26)** Endive Vinimay Private Limited, **(27)** Navy Beans Traders Private Limited, **(28)** Frisee Tradecom Private Limited, **(29)** Antray Conclave Private Limited, **(30)** Antray Realestate Private Limited, **(31)** Antray Vincom Private Limited, **(32)** Arunabh Developers Private Limited, **(33)** Ashtek Construction Private Limited, **(34)** Ashtek Infranirman Private Limited, **(35)** Debajam Construction Private Limited, **(36)** Debajam Dealcom Private Limited, **(37)** Ganadhi Vintrade Private Limited, **(38)** Jagsak Conclave Private Limited, **(39)** Jagsak Developers Private Limited, **(40)** Jagsak Realty Private Limited, **(41)** Debajam Vanijya Private Limited, **(42)** Debajam Vincom Private Limited, **(43)** Jagsak Vanijya Private Limited, **(44)** Jagsak Vincom Private Limited, **(45)** Kalashdha Conclave Private Limited, **(46)** Kalashdha Construction Private Limited, **(47)** Kalashdha Developers Private Limited, **(48)** Kalashdha Dealcom Private Limited, **(49)** Kalashdha Vanijya Private Limited, **(50)** Kalashdha Vincom Private Limited, **(51)** Kalashdha Vintrade Private Limited, **(52)** Rajnandita Conclave Private Limited, **(53)** Rajnandita Construction Private Limited, **(54)** Ranchhor Vintrade Private Limited, **(55)** Ritudhar Conclave Private Limited, **(56)** Ritudhar Vintrade Private Limited, **(57)** Swapno Vintrade Private Limited, **(58)** Pushapdham Merchants Private Limited, **(59)** Pushapdham Vyapaar Private Limited, **(60)** Pushapdham Distributors Private Limited, **(61)** Pushapdham Enterprises Private Limited, **(62)** Bahumulya Trading Private Limited, **(63)** Bahumulya Vyapaar Private Limited, **(64)** Bahumulya Merchants Private Limited, **(65)** Bahumulya Distributors Private Limited, **(66)** Pushapdham Dealers Private Limited, **(67)** Shivkripa Nirmaan Private Limited, **(68)** Shivpariwar Heights Private Limited, **(69)** Shivrashi Residency Private Limited and **(70)** Shivmani Infratech Private Limited, therein collectively referred to as the Purchasers of the Third Part and herein after collectively referred to as the said **“DEEPESH SHOPPERS PRIVATE LIMITED & OTHERS”** and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 2249 to 2304, Being No.01399 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Party therein, sold, transferred and conveyed the Said Land Of The Heirs Of Late Kartick Chandra Khan in favour of the Purchasers

therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Sale by Nemai Chandra Khan:

- KK. By an Indenture dated 29th May, 2013, made between the said Nemai Chandra Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6, at Pages from 1699 to 1727, Being No.01672 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Nemai Chandra Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Sale by Arijit Khan:

- LL. By an Indenture dated 29th May, 2013, made between the said Arijit Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, CD Volume No.6, at Pages from 1728 to 1758, Being No.01673 for the year 2013, the Vendor therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Arijit Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Ownership of Jharu Charan Khan:

- MM. One Jharu Charan Khan was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.276 (zero point two seven six) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag No.1142, L.R. Dag No.952, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District - Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **AND SECONDLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.032 (zero point zero three two) Acres, more or less [out of 0.036 (zero point zero three six) Acres, more or less], in J.L. No.9, R.S. Khatian No.458,

L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag No.1143, L.R. Dag No.953, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, **AGGREGATING IN ALL TO ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.308 (zero point three zero eight) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag Nos.1142 and 1143, L.R. Dag Nos.952 and 953, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF JHARU CHARAN KHAN**”;

Demise of Jharu Charan Khan:

- NN. The said Jharu Charan Khan who was a Hindu governed by the Dayabhaga School of Hindu law died intestate leaving behind him surviving his wife, (Smt.) Pati Moni Dasi and his son, Nemai Charan Khan as his legal heiress and heir, hereinafter collectively referred to as “the **HEIRS OF LATE JHARU CHARAN KHAN**” who jointly inherited inter alia the Said Land Of Jharu Charan Khan;

Sale by the Heirs of Late Jharu Charan Khan:

- OO. By a Bengali Kobala (Deed of Sale) dated 29th November, 1954 made between the said Heirs Of Late Jharu Charan Khan, therein collectively referred to as the Vendors of the One Part and one (Smt.) Monorama Gayan, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Shrirampur, Hooghly, in Book No. I, Volume No.71 at Pages from 159 to 161, Being No.6009 for the year 1954, the Vendors therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

Sale by (Smt.) Monorama Gayan:

- PP. By a Bengali Kobala (Deed of Sale) dated 19th July, 1971 made between the said (Smt.) Monorama Gayan, therein referred to as the Vendor of the One Part and one Gopinath Ghosh, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Chandannagar, Hooghly, in Book No.I, Volume No.22, at Pages from 20 to 22, Being No.1240 for the year 1971, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Chara Khan, free from all encumbrances of any nature whatsoever;

Ownership of Upendranath Ghosh:

QQ. By virtue of inheritance one Upendranath Ghosh was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLY ALL THAT** the piece and parcel of Doba land admeasuring 0.053 Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No. 154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1149, L.R. Dag No.958, Police Station - Bhadreswar, Additional District Sub-Registration Office at Chandannagar, Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **AND SECONDLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.133 (zero point one three three) Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No.154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1150, L.R. Dag No.959, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District - Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF UPENDRANATH GHOSH**”;

Sale by Upendranath Ghosh:

RR. By a Bengali Kobala (Deed of Sale) dated 3rd October, 2008 made between the said Upendranath Ghosh, therein referred to as the Vendor of the One Part and one Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the Office of the Additional District Sub- Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 6169 to 6181, Being No. 02166 for the year 2008, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Upendranath Ghosh, free from all encumbrances of any nature whatsoever;

Sale by Gopinath Ghosh:

SS. By a Deed of Sale dated 31st May, 2010, made between the said Gopinath Ghosh, therein referred to as the Vendor of the One Part and the said Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6, at Pages from 1853 to 1869, Being No.01607 for the year 2010, the Vendor therein, for the consideration therein mentioned, inter alia sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

Ownership of Mondal Construction Company Ltd.:

TT. In the circumstances the said Mondal Construction Company Ltd., become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Land Of Upendranath Ghosh and the Said Land Of Jharu Charan Khan;

Sale by Mondal Construction Company Ltd.:

- UU. By an Indenture dated 10th February, 2014 made between the said Mondal Construction Company Ltd., therein referred to as the Vendor of the One Part and the Seller Nos. 71 to 76 herein, viz. **(1)** Reachsmart Realtors Private Limited, **(2)** Goldensight Nirman Private Limited, **(3)** Headfirst Nirman Private Limited, **(4)** Unnati Builders Private Limited, **(5)** Unnati Highrise Private Limited and **(6)** Yasoda Enclave Private Limited, thereafter collectively referred to as the Purchasers of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, in Book No. I, CD Volume No.2, at Pages from 2564 to 2587, Being No.00445 for the year 2014, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchasers therein the Said Land Of Upendranath Ghosh and a divided and demarcated Eastern Portion of the Said Land Of Jharu Charan Khan being **ALL THAT** the pieces and parcels of Bagan and Doba land admeasuring 0.474 (zero point four seven four) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
458	362 & 3780	1142	952	0.276
458	362 & 3780	1143	952	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
				0.474

Development Agreement:

- VV. By a Development Agreement dated 23rd September, 2014 and registered on 21st January, 2015 in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.1, at Pages 4224 to 4290, being Deed No.00213 for the year 2015, the Sellers jointly appointed the Developer (formerly a partnership firm under the name and style of Aristo Infra Developers) as the exclusive developer of the Said Complex on the Said Premises;

Deed of Gift:

- WW. By a Deed of Gift dated 30th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.4, at Pages 2066

to 2100, being Deed No.01188 for the year 2015, the Seller Nos.1 to 76 herein, therein referred to as the Donors, jointly gifted and transferred to the Bhadreswar Municipality **ALL THAT** the pieces and parcels of land admeasuring 0.0765 (zero point zero seven six five) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 & 1056/1	1098	898	0.0071
795	213/1 & 1056/1	1097/ 1228	898	0.0362
			Total:	0.0765

SCHEDULE - B

PART I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Residential Flat No. [•], _____ floor, carpet area approximately[•] ([•]) square feet with balcony having carpet area of[•] square feet with adjacent terrace having carpet area of [•]square feet, in the Tower [•], being a part of the Project named **Windmere**, situate on the Phase Land described in **Part-III** of the **Schedule A** above, **TOGETHER WITH** the right to park [•] ([•]) medium sized car/s/ and/or [•] ([•]) two wheeler/s in [•] garage/covered parking/open parking (not being a part of Common Area) parking space No. [•](“**Parking Space**”) admeasuring square feet **TOGETHER WITH** the pro rata share in the Phase Common Areas, Amenities and Facilities as described in **Part I of the Schedule C** hereunder.

The lay out of the Apartment and the Car Parking Space is delineated on the **Plan** annexed hereto and bordered in colour **Green and Yellow** respectively thereon.

PART II

SPECIFICATIONS OF THE APARTMENT

Balcony

Ceramic /Vitrified tiles flooring with M.S. Railing

Internal Walls

AAC Blocks Cement plastering overlaid with smooth, plaster-of-paris and also conventional Bricks for partition in Toilets.

Doors

Wooden Doors frames, main door with Laminat on façade side and primer on the with lock & eye piece. Internal flush door with primer coating on both sides.

Windows

Sliding aluminum window with clear glass panes.

Flooring

Vitrified tiles in living (600mmX600mm), dinning and Ceramic Tiles (400mmX400mm) in all bedrooms .

Kitchen

Polished Balck Stone top platform with stainless steel sink, glazed tiles dado upto 2 feet height above the platform. Anti-skid/ceramic tile flooring in the kitchen.

Toilet

Anti skid Ceramic tiles on the floor and glazed tiles on walls up to door height. Hot and cold water points in wall mixture only. Western style white sanitary fittings of reputed make. Good quality CP fittings.

Electricals

- a) Copper concealed wiring of reputed make.
- b) Modular switches with MCB & DB.
- c) Provision for Split Air Condition Points only : In Two Bedroom Flat – in Master bedroom only and In all other Flats In Master Bedroom and in any One Bedroom.
- d) Telephone/Broadband point in living/dining
- e) TV cable point in master bedroom & living/dining.
- f) Geyser point in all bathrooms.
- g) Exhaust fan provision in Kitchen & all toilets
- h) Calling Bell point at main door

SCHEDULE – C

PART I

(PHASE COMMON AREAS, AMENITIES & FACILITIES)

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: AAC Brick wall with cement plaster.
Entry & Exit Gate	:	MS Gate
Stair Case	:	Will be finished with good quality Granite stone/kota stone/Vitrified Tiles/Ceramic Tiles. Fire Stair with IPS finish. MS railing on stairs.

Parking Area	:	Will have I.P.S. flooring.
Roof Treatment	:	Water Proofing treatment with screed concret finish.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Lift	:	2 Nos. of Elevators in each Block
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone/broadband wiring to each Unit,
Painting And Finishing	:	Outside face of external walls –exterior finish of the good quality paint. Internal face of the walls plaster of paris.
Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said phase Water Pump/ and motors Water supply pipelines in the said phase
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewerage treatment plant		Sewage treatment plant and its installation and the space required thereof

	:	Sewage and drainage connection with the Municipality / Panchayat drain.
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup Diesel Generators for common electrical installation
Fire Fighting	:	Fire fighting system installed for the said phase (as per WBFES)
Internal Roads & Pathways	:	Internal roadways and pathways of the said phase
Landscape & plantation	:	As per the Architect Design
	:	Air Conditioned Banquet /Community Hall Gymnasium Amphitheatre Sitting arrangement Indoor & outdoor games and play areas

PART II

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	MS Gate
Stair Case	:	Will be finished with good quality granite

		stone/kota stone/Vitrified Tiles.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling.
Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,
Painting And Finishing	:	Outside face of external walls – finish with good quality paint. Internal face of the walls plaster of paris. Aluminium Window
Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said project Water Pump/ and motors Water supply pipelines in the said project.
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Water Filtration	:	Water filtration plant and its installation and the space required thereof

Sewage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality / Panchayat
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup Diesel Generators for common electrical installation
Fire Fighting	:	Fire fighting system installed for the said project.
Internal Roads & Pathways	:	All internal roadways and pathways of the said project
Landscape & plantation	:	As per the Architect Design
Club Area	:	
	:	Kids Pool Book Club Steam Bath Guest Room Open Air Cafeteria Open Air Yoga AC Home Theatre Zone Doctors Car Parking Senior Citizen Adda Zone Outdoor Multipurpose Court

	Air Conditioned Swimming pool without outdoor deck Solar lighting in common spaces Visitors Parking
--	--

SCHEDULE - D

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

Sl.	Payment Description	Percentage
1.	Application Money	Rs.51,000/- + GST (as applicable)
2.	Booking Money	10% of Total Price + GST (after adjustment of Application Money)
3.	At or before the execution hereof	10% of Total Price + GST (as applicable) + 50% of Documentation Charge + GST (as applicable)
4.	On completion of Foundation of Said Building	5% of Total Price + GST (as applicable)
5.	On completion of 1 st Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
6.	On completion of 3 rd Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
7.	On completion of 5 th Floor Roof Casting of Said Building	5% of Total Price + GST (as applicable)
8.	On completion of 8 th Floor Roof Casting of Said Building	10% of Total Price + GST (as applicable)
9.	On completion of Brickwork of Said Flat	10% of Total Price + GST (as applicable)
10.	On completion of Flooring of Said Flat	10% of Total Price + GST (as applicable)
11.	On installation of Lift in Said Building	10% of Total Price + GST (as applicable)
12.	On or before Possession of Said Flat	10% of Total Price + GST (as applicable) + balance 50% of Documentation Charge + Club

		Development Charges + Maintenance Deposit + Sinking Fund Deposit + Deposits for Rates & Taxes + Charges for Formation of Association (at actual) + Charges for Electricity Meter (at actual) + Generator Charges + Transformer/HT Charges + GST (as applicable)
--	--	---

SCHEDULE - E

COVENANTS:

1. **Allottee's Covenants:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

1.1 **Allottee aware of construction finance availed by the promoter and requirement of NOC:**

The Allottee is aware and acknowledges that the the Allottee is required to obtain a prior written consent / permission / No Objection Certificate from Axis Bank ltd. for creation of any encumbrances on the Said Property / Said Flat And Appurtenances while availing of Housing Loan or otherwise in respect of the Said Apartment.

The Allottee agrees and undertakes not to create any encumbrances over the Said Apartment till such time a consent / permission / No Objection Certificate in writing is received from Axis Bank expressly permitting such creation.

1.2 **Allottee aware of and satisfied with common amenities and facilities and specifications:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

1.3 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of [•], and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.4 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

1.5 Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution

provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

1.6 No rights of or obstruction by Allottee:

All open areas in the Phase/Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project. All other open car parking spaces shall be transferable and/or allotted at the sole discretion of the Promoter.

1.7 Obligations of Allottee:

The Allottee shall:

(a) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

(c) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not

installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) **No Collapsible Gate:**

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) **No Grills :**

Not install any grill on the balcony verandah or windows

(n) **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(o) **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

(p) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(r) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, Phase and/or the Project and selling or granting rights to any person on any part of the said Building.

(s) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(v) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(x) No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(y) No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

(aa) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

(bb) No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(dd) No Smoking in Public Places:

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ee) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

(ff) No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Phase/Project.

(gg) No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(hh) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(jj) **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) **To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(ll) **To affix Nameplate:**

To affix nameplate at the designated place only.

1.8 **Notification regarding Letting/Transfer:**

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

1.9 **No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Phase, and the

Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

2. Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

Dated this day of , 2018

BETWEEN

**DEEPESH SHOPPERS PRIVATE LIMITED &
OTHERS**

... OWNERS

AND

ARISTO INFRA DEVELOPERS LLP

... PROMOTER

AND

_____.

... ALLOTTEE

AGREEMENT FOR SALE