

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this [•] day of [•], 2019

BETWEEN

(1) Ledo Financial Services Limited (PAN – AAACL4677M) , a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 3B, Lalbazar Street, 3rd Floor, Kolkata 700001, **(2) Ganpati Ashiana Private Limited** (PAN – AACCG5389D) , a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 3B, Lalbazar Street, 3rd Floor, Kolkata 700001, **(3) Rose Residency Private Limited**, (PAN – AADCR2329F) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 3B, Lalbazar Street, 3rd Floor, Kolkata 700001, **(4) Nirmit Vinimay Private Limited** , (PAN – AACDN2564P) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 3B, Lalbazar Street, 3rd Floor, Kolkata 700001, **(5) Avighna Realtors Private Limited**, (PAN – AAFCA6924P) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 3B, Lalbazar Street, 3rd Floor, Kolkata 700001, **(6) Kedia Towers Private Limited**, (PAN – AACCK7960Q) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 33A, Jawaharlal Nehru Road, Kolkata 700071, **(7) Shuban Enclaves Private Limited**, (PAN – AAJCS3873A) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 33A, Jawaharlal Nehru Road, Kolkata 700071, **(8) Bhupati Builders Private Limited**, (PAN – AACCB8453D) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 33A, Jawaharlal Nehru Road, Kolkata 700071, **(9) Jyoti Prakash Maskara**, (PAN – AENPM3489L) son of Late Jagdish Prasad Maskara, of P.O. Sahjanwa, Gorakhpur, Uttar Pradesh 273209, **(10)**

Pramod Kumar Maskara, (PAN – AFAPM5098K) son of Late Jagdish Prasad Maskara, of P.O. Sahjanwa, Gorakhpur, Uttar Pradesh 273209, **(11) Dhiraj Maskara**, (PAN – ADQPM9615E) son of Pramod Kumar Maskara, P.O. Sahjanwa, Gorakhpur, Uttar Pradesh 273209, **(12) Alok Kumar Maskara**, (PAN – AENPM3874M) son of Late Jagdish Prasad Maskara, 2, N.C. Dutta Sarani, Kolkata 700001, **(13)Taurus Overseas Private Limited**, (PAN – AACCT0283B) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 1, Sarojini Naidu Sarani, Kolkata 700017, **(14)Taurus Estate Services Private Limited**, (PAN – AABCT7060K) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 1, Sarojini Naidu Sarani, Kolkata 700017, **(15) Shivank Properties Private Limited**, (PAN – AAJCS7269K) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 1, Sarojini Naidu Sarani, Kolkata 700017 AND **(16) Karan Homes Private Limited**, (PAN – AACCK7483G) a Company within the meaning of The Companies’ Act, 2013 and having its registered office at 1, Sarojini Naidu Sarani, Kolkata 700017, India, hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns)

AND

MODELLO VENTURES LLP (PAN – AAWFM0549G) a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership act 2008, having its registered office at Holding No 266, Mouza Kumrakhali, P.O. & P.S. Narendrapur, Kolkata-700103 WB, India, hereinafter called to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns).

AND

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

[OR]

(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 land measuring **ALL THAT** piece or parcel of Land admeasuring 195 Decimals, more or less in Mouza – Kumrakhali, J.L. No. – 48, L.R. Dag no. 707, 708, 700, 699, 698, 697, and 692, contained in L.R. Khatian no. 1806 to 1821 within the limit of Ward no. – 27, Holding No 266 of Rajpur Sonarpur Municipality, P.S.- Narendrapur, District – South 24 Parganas (hereinafter referred to as “the **Project Land**”).
- B. The Owners and the Promoter have entered into a Joint Development Agreement dated 18th February 2013 (hereinafter referred to as “the **said Joint Development Agreement**”) for development of a real estate project on the Project Land.

- C. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project being land measuring **ALL THAT** piece or parcel of Land admeasuring 195 Decimals, more or less in Mouza – Kumrakhali, J.L. No. – 48, L.R. Dag no. 707, 708, 700, 699, 698, 697, and 692, contained in L.R. Khatian no. 1806 to 1821 within the limit of Ward no. – 27, Holding No 266 of Rajpur Sonarpur Municipality, P.S.- Narendrapur, Kolkata-700103, District – South 24 Parganas (**Project Land**) fully described in **Part – I** of the **First Schedule** hereunder written named as “**MODELLO HIGHS**”, comprising residential apartments, Commercial Spaces, other spaces and common areas intended to be constructed in (“**Project**”).
- D. The particulars of the title of the Owners to the Project Land are fully described in **Part – II** of the **First Schedule** hereto (hereinafter referred to as “the **Devolution of Title**”).
- E. The Owner and Promoter has caused a plan to be sanctioned by the Rajpur Sonarpur Municipality vide Plan No. 2179/CB/27/45 dated 14.02.2013 further revised as vide Plan No. 151/REV/CB/27/15 on 31st August 2016 (“**Plan**”), for construction of 3 (Three) blocks comprising 3 (Three) buildings on the Project Land.
- F. 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.
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the Rajpur Sonarpur Municipality vide Plan No. 2179/CB/27/45 dated 14.02.2013 further revised as vide Plan No. 151/REV/CB/27/15 on 31st August 2016 and agrees and undertakes that it shall not make any changes to these approved plans in strict compliance with Section 14 of the Act and other laws as applicable.
- H. The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•].

- I. The Allottee has applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No.[•] having carpet area of [•] square feet, (Saleable Area [•]) , on the [•] floor in Tower No. [•], Block [•] ("**Building**") along with [•] garage/covered parking/open parking (not being a part of Common Area)/ basement/ ground/Mechanical Car parking space No. [•] admeasuring [135] square feet, as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") morefully mentioned in **Part – I** of the **Second Schedule** hereto to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Second Schedule** 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 **Third Schedule** hereto.
- J. 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 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 with whom such common areas, amenities and facilities of the Project will be shared.
- K. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- M. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- N. 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.

- O. 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 right to use 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. The pro-rata share in the Project Common Areas shall be conveyed to the Association of the allottees of the Project, which shall be formed within three years from obtaining completion certificate.

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 Owner and 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 is Rs.[•]/- (Rupees [•] only) (“**Total Price**”):

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
A.	Unit Price: a) Cost of Apartment/Unit b) Cost of exclusive balcony or verandah c) Preferential Location Charge d) Floor Rise Charge	<i>[Please specify square rate]</i>	<i>[Please specify total]</i>

	e) Proportionate cost of Common Areas. with external wall thickness etc. f) Covered parking/open Parking/ basement/ground / Mechanical parking		
	Sub-Total :		
B.	Other Charges: (a) Proportionate share of costs, charges and expenses of Generator @Rs._____/ - per KVA (1 KVA for 2 BHK & 2 BHK, 1.50 KVA for 3 BHK and 3.00 KVA for 4 BHK (b) Proportionate share of installation of transformer and electricity charges calculated @ Rs. ____/- per sq. ft. (c) Contribution for becoming Member of the Association. (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 (e) Activity Area Charges per Apartment calculated @ Rs. ____/- per sq.ft. (f) Interest Free common area maintenance charges * for _____ months @ Rs.[•]/- per sq.ft of Unit Carpet area to be paid as per notice of possession.	(a) _____ (b) _____ (c) Rs._____/ - (Rupees _____) only (d) Rs._____/ - (Rupees _____) only (e) _____ (f) _____	
	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; Stamp Duty/Registration Charges/commission charges and other incidental expenses 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. It is categorically agreed by and between all the parties herein that the owner/ purchaser of Mechanical Car Parking shall born all expenses all repairing and maintenance cost incidental thereto;

- 13 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 **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.
- 14 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 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 Project and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.
- 15 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the [•] covered parking/open parking/ basement/ ground/Mechanical parking 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 and easement rights being granted therein to the owners and occupants is an independent, self-contained project covering the Project 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 for the benefit of all the allottees.
- 16 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter 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.
- 17 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 '**Modello Ventures LLP**' 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 Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee.

6. CONSTRUCTION OF THE PROJECT /APARTMENT:

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-A** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **SECOND SCHEDULE** and the **THIRD SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the

said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by 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 Apartment along with ready and complete Common Areas, Amenities and Facilities with all specifications, amenities and facilities of the Project in place on 30.09.2019 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter 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 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 Owners and Promoter (subject, however, to the Allottee making all payments as mentioned in the **FOURTH SCHEDULE** 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 of the Project. 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 10 % (Ten) of the Unit Price being the booking amount (**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. 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 Promoter has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land for the

Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land, and/or the Project
- (iv) It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), 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;
- (v) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect of the Project, Project 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, buildings and apartment and the Common Areas;
- (vii) 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;
- (viii) 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 Project Land, including the said Apartment which will, in any manner,

affect the rights of the Allottee under this Agreement;

- (ix) 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;
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (xi) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (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) 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 Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of default by Promoter under the conditions listed above, 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 Said Land or any part or portion thereof, and the Allottee shall further not be entitled

to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.

- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The 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 right to use the Project Common Areas, Amenities and Facilities 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/ 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 Saleable 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 the Common Areas.

12.2. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the 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 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 Common Areas shall during the interim maintenance period shall 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 Common Areas of the Project 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.

12.2 FORMATION OF ASSOCIATION

12.2.1 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 for (i) formation of the Association, and (ii) transfer of the Common Areas 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.

12.2.2. 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.

12.2.3 Upon formation of the Association, the Promoter shall hand over the 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.

12.2.4 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 treated as 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.

12.2.5 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.

12.2.6 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

12.2.7 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.

12.2.8 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.

12.2.9 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.

12.2.10 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.

12.2.11 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.

13. Resident's Activity Area

The rights and obligations of the Allottee for uses of the Activity Area and rules and regulations governing use of the Activity Area will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to allottees . The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

14. DEFECT LIABILITY:

14.1 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 Completion Certificate, save those as mentioned in clause 14.2 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.

14.2 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.

15. 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.

16. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located, 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.

17. COMPLIANCE WITH RESPECT TO THE APARTMENT:

17.1 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.

17.2 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.

17.3 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.

- 17.4 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.

18. 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.

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere 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.

20. 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.

21. 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.

22. 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.

It is hereby agreed between the parties that the maintenance charges and usage of Common Areas for the Commercial space shall be at the sole discretion of the Promotor only.

23. 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.

24. RIGHT TO AMEND:

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

25. 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.

26. WAIVER NOT A LIMITATION TO ENFORCE:

26.1 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 [Fourth Schedule]** 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.

26.2 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.

27. 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.

28. 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.

29. 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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owners and 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 Owners and 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.

31. NOTICES:

All notices to be served on the Allottee and the Promoter and The Owners as

contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owners or 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.

32. 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 in this regard for stamping, registration and commission.

33. SAVINGS:

Any application form, 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.

34. 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.

35. 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 or as per the provisions of Arbitration and Conciliation Act, 1996.

36. COVENANTS:**36.1 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:

Allottee aware of and satisfied with common amenities and facilities and

specifications:

36.1.1 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.

36.1.2 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 Rajpur Sonarpur Municipality ,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.

36.1.3 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).

36.1.4 Charge/Lien:

The Owners and 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.

36.1.5 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.

36.1.6 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 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 Sub-Division:

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

(m) No Change of Name:

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

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) 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.

(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.

36.1.9 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.

36.2 Promoter's Covenants:

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

36.2.1 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.

37. General Covenants:

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;
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;
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

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;
5. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
6. That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars 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;
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;
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;
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;
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;
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;

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.
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 framed from time to time.

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 @ 50 Rupees Per Square feet of Saleable

Area of the Unit Price or the consideration agreed upon by the Allottee herein for such Nomination (Nomination Price) whichever is higher, plus 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:

FIRST SCHEDULE

PART I

(PROJECT LAND)

ALL THAT piece or parcel of Land admeasuring 195 Decimals, more or less in Mouza – Kumrakhali, J.L. No. – 48, L.R. Dag no. 707, 708, 700, 699, 698, 697, and 692, contained in L.R. Khatian no. 1806 to 1821 within the limit of Ward no. – 27, Holding No 266 of Rajpur Sonarpur Municipality, P.S.- Narendrapur, District – South 24 Parganas, under the jurisdiction of ADSR Sonarpur and delineated and demarcated on the Map or Plan, annexed hereto marked "**A**" and bordered "**RED**" thereon and butted and bounded as follows:

ON THE NORTH : By R.S. Dag No. 676, 678, 679,680;

ON THE EAST : By R.S. Dag No. 682, 683, 684 and 670(P) 671(P), 672(P);

ON THE SOUTH : By R.S. Dag No. 657, 658, 485 and 668;

ON THE WEST : By Eastern Metropolitan By Pass road

PART II

(DEVOLUTION OF TITLE)

WHEREAS:-

A. By a Registered Deed of Conveyance registered in the office of Baruipur Sub Registry Office Dated 22nd June 1941 being Deed No- 2996, Volume No- 35, Pages 132 to 137, for the year 1941, Smt. Rabijan Bibi, wife of Nabi Bux Halder, by faith – Muslim, by occupation- House wife, and Smt. Khoshjahan Bibi, Wife of Late Sadek Ali Molla, jointly sold and conveyed to Abdul Motaleb Sardar, Son of Nanda Sardar for a value of consideration and on the terms and conditions fully mentioned therein ALL THAT piece and parcel of land admeasuring about 496 Decimals of land Out of 660 Decimals land in Mouza- Khumrakhali, J.L.No.48, Khatian Nos. 345,561,533 and 32 under Khatian Nos.346 to 352, 356,562,567 to 569,554, 559 &33, P.S – Sonarpur, Sub Registry Office- Baruipur, District – 24 Paraganas more fully and particularly described in **Schedule – A** thereunder written and handed over peaceful vacant possession free from all encumbrances of the land to Abdul Motaleb Sardar.

B. Sk. Abdul Sultan, Son of Sk. Abdul Shobhan and Smt. Kalcham Bibi, wife of Abdul Sayan jointly by a registered Deed of Sale registered in the office of Alipore District Registry Office dated 2nd May ,1945 recorded in Book No. I, Volume No- 36, Pages 160 to 166, Being No. 1376, sold and conveyed to Abdul Motaleb Sardar, Son of Late Nanda Sardar ALL THAT piece and parcel of land admeasuring about 243 Decimals, Mouza- Khumrakhali, J.L.No.48, Khatian Nos. 345, 561, 553, 32, 855 and 456 under Khatian Nos.346 to 352, 356, 562, 567 to 569, 554, 559, 33, 856, 457, 345 more fully and particularly described in **Schedule – B** thereunder written for a valuable consideration and on the terms and conditions

mentioned therein and handed over free from all encumbrances peaceful possession of the said land to Abdul Motaleb Sardar.

C. Abdul Motaleb Sardar also inherited immovable property admeasuring about 11 Decimals of land in R.S Khatian No. 345 and R.S Daag No.664 more fully and particularly described in **Schedule – C** thereunder written.

D. Accordingly Abdul Motaleb Sardar since there was absolute seized and possessed of and /or otherwise well and sufficiently entitled as an Owner and in peaceful possession and occupation of ALL THAT piece and parcel of land admeasuring about 750 Decimals land in Mouza- Khumrakhali, J.L.No.48, P.S – Sonarpur, District – 24 Paraganas (South) more fully and particularly described in **Schedules – A, B and C** thereunder written.

E. Abdul Motaleb Sardar died intested on 10.08.1948 leaving behind his Legal heirs and/or representatives particulars and relationship are mentioned herein below:

SI No	Name	Relationship
1	ABDUL KADER SARDAR	SON
2	ABDUL RASHID SARDAR	SON
3	ABDUL LATIF SARDAR	SON
4	ABDUL MANNAMSARDAR	SON
5	SAHARA BANU alias SAHARA BANU BIBI	DAUGHTER
6	ASURA BIBI	DAUGHTER
7	NAZIRA BIBI	DAUGHTER
8	DELJAN BIBI	WIFE
9	ZAHURA BIBI	WIFE

F. After the death of Abdul Motaleb Sardar his legal heirs received entirely of 750 Decimals of the aforesaid land mentioned in **Schedule – A, B and C** as Muslim Faraz

undivided jointly and got their names recorded in the Revisional Settlement Survey report as per their respective shares and since then are jointly absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land.

G. Aslam Ali Sardar, Usman Ali Sardar, Sukran Bibi and Nurjahan Bibi jointly by a registered Deed of Sale dated 6th February, 1961 registered in the office of Baruipur Sub Registry Office , recorded in Deed No- 312, Volume No- 10, Pages 173 to 176, for the year 1961, sold and conveyed to Abdul Kader Sardar, Abdul Rashis Sardar, Abdul Latif Sardar, Abdul Mannan Sardar ALL THAT piece and parcel of land admeasuring about 24.5 Decimals, Mouza- Khumrakhali, J.L.No.48, Khatian Nos. 29, 216 and 214, more fully and particularly described in **Schedule – D** thereunder written for a valuable consideration and on the terms and conditions mentioned therein and handed over free from all encumbrances peaceful possession of the same to the said purchase.

H. Zahura Bibi, One of the Wife of Late Abdul Motaleb Sardar died intestate on 08.05.1993 leaving behind herself Abdul Latif Sardar and Nazira bibi as her legal heirs. The said legal heirs of Zahura Bibi received the share of as Muslim Faraz undivided jointly and got their shares recorded in the Revisional Settlement Survey report.

I. By a Registered Deed of Conveyance dated 13th August, 2006 registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1, Pages 1 to 48, Being No. 12097, for the year 2006, the vendors herein for the consideration therein mentioned purchased from **(1) ABDUL KADER SARDAR (2) ABDUL RASHID SARDAR (3) ABDUL LATIF SARDAR (4) ABDUL MANNAN SARDAR** , All son of Late Abdul Motaleb Sardar, all by occupation – Business, **(5) DELJAN BIBI**, Wife of Late Abdul Motaleb Sardar, by occupation – Housewife, represented by her constituted Attorney Abdul Kader Sardar, all residing at North Kumrakhali, P.O- Narendrapur, P.S- Sonarpur, District – 24 Paraganas (South), Kolkata – 700103, **(6) SAHARA BANU alias SAHARA BANU BIBI**, Wife of Gulam Nabi Molla, by occupation – Housewife, residing at Kathalberia, P.S-Canning, District – 24 Paraganas (South), **(7) ASURA BIBI**, Wife of Mahijuddin Khan, by occupation – Housewife, residing at Bonhoogly, , P.S- Sonarpur, District – 24 Paraganas (South), **(8) NAZIRA BIBI**,

Wife of Late Allauddin Molla, by occupation – Housewife, residing at 1/1, Rifle Road, presently North Kumrakhali, P.O- Narendrapur, P.S- Sonarpur, District – 24 Paraganas (South) **ALL THAT** divided and demarcated piece and parcel of land admeasuring about 195 Decimals, in Mouza –Kumrakhali, in Rajpur Sonarpur Muniucipality, P.S- Sonarpur, Sub Registry – Sonarpur (Previously Baruipur), District – 24 Paraganas (South), comprising in Holding No.266 in Ward No. 27 (Previously Ward No. 25), J.L.No. 48, R.S. Khatian Nos. 345,32,214 and 216, Dag Nos. 667,664,666,675,659,674 and 665 details of the total land admeasuring about 195 decimals in various Dag numbers as mentioned hereunder:-

R.S.DAG NOS	L.R.DAG NOS	AREA (DECIMAL)
667	700	52
664	697	9
666	699	12
675	708	16
659	692	8
674	707	96
665	698	2
		195

SECOND SCHEDULE

PART I

(SAID APARTMENT)

ALL THAT the residential apartment situated within the Project **TOGETHER WITH** Balcony/ Verandah and also delineated on the map 'B' annexed hereto and bordered in colour "YELLOW" thereon **AND TOGETHER FURTHER WITH** the Right to use car parking space(s) ,if any, as per details given herein below;

- i) Apartment No. [•]
- ii) BHK [•]
- iii) Floor[•]

- iv) Block No : [•]
- v) Saleable Area [•] sq. ft. more or less
- vi) Carpet Area [•] sq. ft. more or less.
- vii) Area of the adjoining balcony/verandah: [•] sq. ft.
- viii) [•] No(s) of open car parking space (135 sft. each more or less).
- ix) [•] No(s) of covered car parking space (135 sft. each, more or less).
- x) [•] No(s) of basement car parking space (135 sft each more or less).
- xi) [•] No(s) of Mechanical car parking space (135 sft each more or less).

PART II

SPECIFICATIONS OF THE APARTMENT

Structure

Earthquake resistant RCC structure

Flooring

All Bedrooms, Study & Living/ Dining – Vitrified Tiles
Kitchen, Toilets & Utility Balcony - Antiskid Ceramic Tiles
Balcony – Granite Tiles / Vitrified Tiles
Common Staircases –Marbel Finish
Roof – Concrete Finish

Wall Finish

Inner Walls – POP/ Putty finish
Outer Walls – Weather shield exterior grade paint

Windows

Powder Coated Aluminium glazed windows

Doors

Seasoned hardwood door frame
Flush doors with cylindrical lock
Decorative Main door with night latch of reputed make

Toilets

CP Fittings and Sanitary Fittings of Cera/ Jaquar or Equivalent make
Electrical points for geyser & exhaust fan
Plumbing Provision for Hot & Cold water line
Wall dado of ceramic tiles up to door level

Kitchen

Granite Counter Top with Stainless Steel Sink
Wall dado of Ceramic Tiles up to two feet height above counter top
Electrical points for refrigerator, water filter, microwave, chimney/ Exhaust.

Electrical

TV Power points in all bedrooms & living /dining except Study Room
Adequate electrical points in all bedrooms, living /dining, kitchen and toilets.
Washing machine point
Modular switches of reputed make
Intercom Facility in Living / Dining

Air Conditioner

Split AC for all Bedrooms & Living / Dining

DG Back Up

1 KVA for 2 BHK
1.50 KVA for 3 BHK
3.00 KVA for 4 BHK

Elevators

Two Automatic Lifts for each tower of Kone or Equivalent make.

THIRD SCHEDULE**(PROJECT COMMON AREAS, AMENITIES & FACILITIES)**

COMMON AREAS**Common Areas**

- Multipurpose Hall
- Lawn
- Indoor Games Room
- Swimming Pool
 - Jacuzzi
 - Kid's Pool
 - Swimming Pool Deck
- Gymnasium / Health Lounge
- Changing Rooms facilities & Steam Bath
- Airconditioned Library
- Play Court
- Landscaped Sit Outs & Planters
- Estate Office
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies & Corridors
- All floor Common Lobbies & Corridors
- Common Toilets for Staff
- Roof Area
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Pump Rooms
- Open to sky DG space
- Compost Plant
- Water Treatment Plant
- Sewage Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Security Room etc.
- All equipment, machineries & Pipe line installations for common use.
- green Zone

FOURTH SCHEDULE**PAYMENT PLAN**

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

<u>PAYMENT SCHEDULE CONSTRUCTION LINKED</u>			
Sl. No.	Stages of Payment	% of Payment	Amount (Rs)
1	Application amount/Booking amount	10% of Unit Cost +GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)	
2	On Agreement - within 30 days of Application/Booking	10% of Unit Cost + GST	
3	On Completion of Foundation	10% of Unit cost +GST	
4	On Completion of First Floor Roof Casting	10% of Unit cost +Activity AreaCharges + GST	
5	On Completion of 3rd Floor Roof Casting	10% of Unit cost + GST	
6	On Completion of 6th Floor Roof Casting	10% of Unit cost + GST	
7	On Completion of 9th Floor Roof Casting	10 % of Unit cost + GST	
8	On Completion of 11 th Floor Roof Casting	5 % of Unit cost GST	
9	On Completion of 14 th Floor Roof Casting	5 % of Unit cost GST	
10	On Completion of Roof Casting	5 % of Unit cost GST	
11	On Completion of Flooring of Unit	10 % of Unit cost + GST	
12	On Notice for Possession	5 % of Unit cost + All Extras + GST	