#### **CONVEYANCE DEED**

THIS	CONVEYANCE	DEED	executed	on	this	 day	of	 Two
Thou	sand							

#### **BY and Between**

Swanhousing & Infra Pvt. Ltd. (Formerly known as Bengal Eco Housing Pvt. Ltd.) (CIN No. U70100WB2010PTC151403), a company incorporated under the Companies Act, 1956 (as amended time to time), having its registered office at 97A, Southern Avenue, Kolkata – 700029 and corporate office at 97A, Southern Avenue, Kolkata - 700029 (PAN – AAECB1873F) represented by its Authorised Signatory \_\_\_\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_\_\_) authorized vide Board Resolution dated \_\_\_\_\_\_\_\_ hereinafter referred to as the "Promoter" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor – in –interest, and permitted assigns).

#### AND

[If the Allottee is a company]

\_\_\_\_\_\_, (CIN No.\_\_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the companies Act,2013 as the case may be], having its registered office at \_\_\_\_\_\_\_ (PAN - \_\_\_\_\_\_) represented by its authorised signatory, (Aadhaar No.\_\_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_\_, hereinafter referred to as the "Allottee" 9which expression shall unless repugnant to the context or meaning thereof be deemed to mea and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

Mr./Ms.			(Aadhaar			D	)					
son/daughter	of								,	age	d	about
		residing			5				at			
						(P <i>i</i>	4N -					) or
boroinaftor call	d tha	"Allotte	~" I	which	ovproccior	chall ur		ro		<b>h</b> + + 0	tho	contoxt

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

#### [OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_\_\_\_ (Aadhaar No.\_\_\_\_\_\_\_) son of \_\_\_\_\_\_\_, aged about for self and as the Karta of the Hindu Joint Mitakshara Family Known as HUF having its placeof business/residence at \_\_\_\_\_\_\_\_(PAN -\_\_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their representative heirs, executors, administrators and permitted assigns).

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

#### WHEREAS:

A) 1. Cent Percent Value Realty Private Limited (CIN U70102WB2013PTC196813), having its Registered Office at 333, Mahamayatala, Garia Main Road, Kolkata-700084

2. New Age Writing Instrument Private Limited (CIN U36991WB2005PTC104201), having its Registered Office at 6B, R. N. Mukherjee Road, Stephen House, Room No.5/1, Floor-1, Kolkata - 700001

3. S.W.A.N.S. Home Private Limited (CIN \_U36991WB2005PTC104201), having its Registered Office at premises no. 5-7-70/B, Opp. Metro Shopping Mall, Sangeeth Nagar, Kukatpally, Andhra Pradesh-500072

4. Fiddle Engineering Private Limited (CIN U73100WB2014PTC202184), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

5. Touchwin Tradecom Private Limited (CIN U70102WB2014PTC202253), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

6. Emami Nirman Private Limited (CIN U45400WB2007PTC115338), having its Registered Office at 97A, Southern Avenue, Kolkata-700029

7. Prime Constructions Private Limited (CIN U45400WB2008PTC130625), having its Registered Office at 687, Anandapur, E. M Bypass 2nd Floor, Kolkata-700107

8. Gateway Nirman Private Limited (CIN U70109WB2010PTC156270), having its Registered Office at 2A, Ganesh Chandra Avenue, Room No.5A, Floor-8th, Kolkata-700013

9. Eveningstar Vinimay Private Limited (CIN U74900WB2014PTC202294), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

10. Bagaria Vanijya Private Limited (CIN U51109WB1999PTC090331), having its Registered Office at 97A, Southern Avenue, Kolkata-700029

11. Aviro Vanijya Private Limited (CIN\_ U51109WB2007PTC120596), having its Registered Office at 687, Anandapur, E. M Bypass, 2nd Floor, Kolkata-700107

12. Aviro Vyapaar Private Limited (CIN U72900WB1999PTC088937), having its Registered Office at 687, Anandapur, E. M. Bypass 2nd Floor, Kolkata-700107

13. Genil Commosale Private Limited (CIN U51909WB2014PTC202183), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

14. GOGRAJ SITARAM BAGARIA & CO. LLP (Previously known Zenith Dealers LLP (LLPIN AAA-2858), having its Registered Office at 97A, Southern Avenue, Kolkata-700029

15. Begonia Textiles Private Limited (CIN U17291WB2014PTC202195), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village-Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

16. Polpit Vincom Private Limited (CIN U17291WB2014PTC202195), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

17. Camellias Merchants Private Limited (CIN U51909WB2014PTC202149), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

18. Sureshine Vinimay Private Limited (CIN\_ U51909WB2014PTC202149), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

19. Swanhousing Properties Private Limited (CIN\_ U70102WB2013PTC198411), having its Registered Office at 34A, Chandra Nath Roy Road, Kolkata-700039

20. Acclaim Dealers Private Limited (CIN having its Registered Office at 34A, Chandra Nath Roy Road, POLICE STATION Tiljala, Kolkata-700039), having its Registered Office at 34A, Chandra Nath Roy Road, Kolkata-700039

21. Eveningstar Traders Private Limited (CIN U74900WB2014PTC202216), having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Post-Joka, Near Elbethel School, Kolkata-700104

22. Bengal ECO Homes Private Limited (CIN U70109WB2010PTC151356), having its Registered Office at 97A, Southern Avenue, Kolkata-700029

23. Hitech Vanijya Private Limited (CIN U51909WB2009PTC133853), having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge, Kolkata-700029 are the absolute and lawful owners of L.R. Dag No. 1251,1253, 1254, 1309 totally admeasuring 8698.9 square meters situated at in Subdivision Alipore Sadar & District South 24 Parganas etc. (being the "Said Land") vide 25 nos. of registered Sale Deeds as follows:

(i) dated 19.01.2014, being Deed No. 00340 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.1, at Pages 4976 to 5014 and (ii) dated 19.01.2014, being Deed No. 00341 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.1, at Pages 4890 to 4913

(iii) dated 19.01.2014, being Deed No. 01128 for the year 2014, registered in the Office of D.S.R. IV, in Book No. I, CD Volume No.32, at Pages 5048 to 5062

(iv) dated 24.07.2014, being Deed No. 05598 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.32, at Pages 946 to 976

(v) dated 6618, being Deed No. 06618 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.15, at Pages 6408 to 6432

(vi) dated 07.08.2014, being Deed No. 04321 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 141 to 166

(vii) dated 30.07.2014, being Deed No. 05726 for the year 2014, registered in the Office of D.S.R. IV, in Book No. I, CD Volume No.33, at Pages 246 to 270

(viii) dated 22.07.2014, being Deed No. 08021 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.19, at Pages 259 to 283

(ix) dated 22.07.2014, being Deed No. 08020 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.19, at Pages 234 to 258

(x) dated 24.07.2014, being Deed No. 05597 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.32, at Pages 1002 to 1026

(xi) dated 30.07.2014, being Deed No. 05724 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.33, at Pages 186 to 210

(xii) dated 22.07.2014, being Deed No. 08019 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.19, at Pages 209 to 233 (xiii) dated 24.07.2014, being Deed No. 05596 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.32, at Pages 896 to 920 (xiv) dated 24.07.2014, being Deed No. 05599 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.32, at Pages 921 to 945 (xv) dated 07.08.2014, being Deed No. 04326 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 271 to 296 (xvi) dated 25.07.2014, being Deed No. 06765 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.16, at Pages 615 to 639, (xvii) dated 07.08.2014, , being Deed No. 04324 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 219 to 244 (xviii) dated 07.08.2014, being Deed No. 04325 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 245 to 270 (xix) dated 07.08.2014, being Deed No. 04322 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 167 to 192 (xx) dated 30.07.2014, being Deed No. 05727 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.33, at Pages 314 to 338 (xxi) dated 25.07.2014, being Deed No. 06762 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.16, at Pages 508 to 532 (xxii) dated 07.08.2014, being Deed No. 04323 for the year 2014, registered in the Office of A.D.S.R. Bishnupur, in Book No. I, CD Volume No.18, at Pages 193 to 218 (xxiii) dated 30.07.2014, being Deed No. 05725 for the year 2014, registered in the Office of D.S.R.-IV, in Book No. I, CD Volume No.33, at Pages 221 to 245 (xxiv) dated 25.07.2014, being Deed No. 06764 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.16, at Pages 555 to 579 (xxv) dated 25.07.2014, being Deed No. 06761 for the year 2014, registered in the Office of A.R.A.-I, in Book No. I, CD Volume No.16, at Pages 483 to 507. Aggregating to an estimated area of more or less 215 Decimals, lying and situated at Mouja Raspunja, Police Station Bishnupur, Raspunja Gram Panchayet, J. L. No. 15, District : 24-Parganas (South).

- B) The owner and the Promoter have entered into a Joint development agreement dated 28.01.2015, which was registered as document no. 00885 at the office of the A.R.A.-I, Kolkata.
- C) The said Land is earmarked for the purpose of building a project comprising multistoried residential apartment buildings and the said project shall be known as SwanGreen ("Project");
- **D)** The South 24 Parganas Zilla Parisad has granted the commencement certificate to develop the project vide approval dated 04.05.2015 bearing registration no. 357/487;

- E) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, plot or building, as the case may be from South 24 Parganas Zilla Parisad, West Bengal. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F) The Promoter has registered the Project under the Provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_\_ on \_\_\_\_\_\_ under Registration no.\_\_\_\_\_.
- G) That vide application no. \_\_\_\_\_\_dated \_\_\_\_\_\_ the Allottee(s) has/have applied for of allotted apartment no. \_\_\_\_\_\_ having super built area of \_\_\_\_\_\_\_ square feet (carpet area \_\_\_\_\_\_\_ square feet) on \_\_\_\_\_\_ floor in Tower no. \_\_\_\_\_\_ along with car parking no. \_\_\_\_\_\_ in the covered space/open area (hereinafter referred to as the said apartment) along with pro rata share in the common areas ("Common areas") as more particularly described in Schedule A and the floor plan or the apartment in annexed hereto and marked as Schedule B. That in pursuance to the compliance of the requisite formalities the said apartment has been provisionally allotted in favour of the allottee(s) vide Provisional Allotment Letter, dated \_\_\_\_\_\_.
- H) That subsequently an Agreement for Sale, dated \_\_\_\_\_\_ has been entered and executed between the Promoter and Allottee(s), in furtherance to the aforesaid provisional allotment
- I) The parties have gone through all the terms and conditions set out in this indenture and understood the mutual rights and obligations detailed herein
- J) The parties hereby confirm that they are signing this indenture with full Knowledge of all the Laws, rules, regulations, notifications, etc., applicable to the project;
- K) In accordance with the terms and conditions set out in the Agreement for Sale, dated \_\_\_\_\_\_\_ and as mutually agreed upon by and between the parties, the Promoter hereby is selling and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking as specified in Para I.

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. CONSIDERATION (TOTAL PRICE):

- **1.1** Subject to the terms and conditions as detailed in this indenture, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in Para I.
- 1.2
   The Allottee(s) has/have paid the total Price for the said Apartment in the terms of the Agreement for Sale, dated \_\_\_\_\_\_ based on the carpet area being an aggregated amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only
  - (i) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association or the competent authority, as the case may be;
  - (ii) The Total Price of [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project.
- 1.3 The Promoter agrees and acknowledges, the Allottee(s) shall have the right to the [Apartment] as mentioned below :
  - (i) The Allottee shall have exclusive ownership of the [Apartment].,
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot he divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff., without causing any inconvenience or hindrance to them, it is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.,
  - (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes cost of providing electric wiring, electric connectivity to the apartment, lift water line

and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project.,

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.
- 1.4 It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with \_\_\_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not from a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

# 2. TAXES & OUTGOINGS

2.1 The Promoter has cleared all outgoings before transferring the physical possession of the apartment to the Allottee, 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).

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

3.2 The Promoter accept 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. 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 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. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities, and facilities of the [Apartment] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the New Kolkata Development Authority (NKDA) The New Town Kolkata (Building) Rules, 2009 and shall not have an option to make any variation / alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **5. POSSESSION OF THE APARTMENT:**

- **5.1.** The Promoter, upon obtaining the occupancy certificate and all other permits and approvals has handed over physical possession of the [Apartment] to the Allottee(s) and also handed over the all necessary documents and plans, including common areas, to the association of Allottee.
- **5.2.** The Allottee(s) shall be liable to pay maintenance charges from the date of taking physical possession of the said Apartment from the Promoter.

## 6. CONVEYANCE OF THE SAID APARTMENT:

**6.1** The Promoter has received the Total price of the [Apartment] as per the Agreement for Sale, dated \_\_\_\_\_\_\_ from the Allottee(s) and hereby executing this conveyance deed whereby convey the title of the [Apartment] together with proportionate indivisible share in the common Areas to the allottee.

**6.2** That the Allottee(s) has/have beared all the stamp duty, registration charges and all other

charges and expenses for the purpose of registration of this Conveyance Deed.

## 7. 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 of the project. The cost of such maintenance of the said Apartment has been bourne by the Promoter till the date of handing over of the physical possession of the said Apartment.

# 8. USAGE:

The basement(s) and service areas as located within the project SwanGreen are exclusively earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, DG Set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any other 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.

# 9. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- **9.1** The Allottee(s) shall after taking possession, by 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 wall and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- **9.2.** The Allottee further undertakes, assures and guarantees that he/she could not put up any sign-board/nameplate, neon light, publicity or advertisement material etc. on the face façade of the Building of anywhere of the exterior of the Project, buildings therein or Common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous of 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 Building. The Allottee shall not store shall not remove any wall including the outer and load bearing wall of the IApartment].

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

## 10. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Allottee(s) is/are assured of the fact that the project in its entirely is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules framed thereunder.

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

The Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments] of the Project.

## **12. PLACE OF EXECUTION:**

This indenture has been executed at \_\_\_\_\_\_ and placed for registration before the office of the \_\_\_\_\_\_.

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

SIGNED AND DELIVERED BY THE WITHN NAMED: Allottee: (including joint buyers)

1)	Signature	 
	Name	
	Addresss	

Please affix Photographs and sign across the Photograph

2)	Signature	 
	Name	
	Addresss	

Please	affix			
Photographs				
and sign	across			
the Photograph				

SIGNE	D AND DELIVERED BY					
Prom	oter:	Please affix				
1)	Signature	Photographs				
	Name	and sign across				
	Addresss		the Photograph			
At		on	in the presence of:			
WITN	ESSES:					
1.	Signature					
	Name					
	Addresss					
2.	Signature					
	Name					
	Addresss					

SCHEDULE 'A' -DESCRIPTION OF THE [APARTMENT] AND TILE GARAGE/COVERED PARKING

ALL THAT the Said Flat, being the Unit No. \_\_\_\_\_ on the \_\_\_\_\_Floor in Block No. \_\_\_\_\_ containing a super built up area of \_\_\_\_\_\_ square feet, be the same a little more or less, TOGETHER WITH the right to park \_\_\_\_\_\_ open/covered car and/or two wheeler parking space/s (hereinafter referred to as the CAR AND TWO WHEELER PARKING SPACE/S) on the ground floor of the New Building at the Said Property described in the First Schedule hereinabove together also with the undivided proportionate variable share in the land attributable thereto comprised in the New Building. Bounded by:-

On North – On South – On East – On West –

## SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

#### SCHEDULE 'C' – PAYMENT PLAN

The Purchaser	hereby	agrees to	pay the	total consid	eration amo	ount of Rs	/-
(Rupees				only), ou	ut of which	the Purchaser	has/have
already	paid	а	sum	of	Rs	/-	(Rupees
				only) on c	or before sig	gning of this A	greement.

The Purchaser shall pay the said consideration amount to the Developer/Seller in the manner hereinafter appearing:

Serial No.	Particulars	Amount payable (Rs.)
1.	Earnest Money	1,00,000/-
2.	20% On Agreement / Allotment / Application / including	
	Earnest Money	
3.	10% on Completion of Foundation	
4.	10% on Completion of 2nd Floor Casting	
5.	10% on Completion of 3rd Floor Casting	
6.	10% on Completion of 4th Floor Casting	
7.	10% on completion of 90% of Brickwork for the respective	
	floor	
8.	7.50% on completion of 90% of outside plastering	
9.	12.50% on Completion of 90% of Flooring	
10.	10% on Intimation of Possession	

• Goods and Service Tax and other Taxes will be charged extra as applicable

• Additional Extra / Other Charges payable on possession.

 It shall be the obligation of the Purchaser to make payment of the amount which may become due and payable on account of Goods and Service Tax with payment of each installment.

The Purchaser shall be entitled to deduct amounts towards TDS, if applicable, for the payments to be made to the Developer/Seller and shall deposit the TDS amount so deducted with the Appropriate authority (as per the provisions of Section 194-IA of Income Tax Act, 1961) and shall also issue a Certificate to the Developer/Seller to that effect.

# SCHEDULE 'D' - SPECIFICATIONS

# Specifications

Structure		Earthquake resistant RCC superstructure
	Internal Walls	Finished with POP
Wall Finish	External Walls	Weather shield paint and/or textured coating finish as per design of the architect
Flooring	Living/Dining/All Bedrooms	Vitrified Tiles
Kitchen	Flooring Wall finish Counter	Anti-Skid Ceramic Tiles Ceramic tiles-Dado-up to 2 feet above working platform Granite counter with stainless steel sink
Toilets	Flooring Wall Fittings	Anti-Skid Ceramic Tiles Ceramic tiles-Dado-up to 7 feet C.P. fittings and sanitary fittings of a reputed make
Windows		Aluminium window
Doors	Main doors All internal doors	Decorative flush door Flush door

Electrical	Sufficient electrical points in living rooms and telephone socket provision Washing machine point Modular switches
DG Backup	Provided at extra cost
Elevators	Passenger lift for each tower

# SCHEDULE'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- 1. Entrance and exit gates of the New Building.
- 2. Paths passages and open spaces in the New Building and those reserved by the Owners for parking of car and installation of generator.
- 3. Entrance lobby in the ground floor of the New Building.
- 4. Driveway in the ground floor of the New Building.
- 5. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
- 6. One lift with lift shaft and the lobby in front of it on typical floors.
- 7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas and for operation of lifts and pump.
- 8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.

- 9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units of the New Building.
- 10. Underground water reservoir for municipal/underground water with a pull on pumps installed thereat for the New Building.
- 11. Water waste and sewerage evacuation pipes from the Said Flat/Unit to drains and sewers common to the New Building and from the New Building to the municipal drain.
- 12. Common bathroom with W.C. and common toilets in ground floor of the New Building.
- 13. Room for darwan/security guard, caretaker's office in the ground floor of the New Building.
- 14. Boundary walls of the Said Property.
- 15. Games Room.