

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made this ..... day of ..... Two Thousand Nineteen (2019) **BETWEEN DEITY VANIJYA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112046, having PAN-AACCD5552B having its registered office at 11, Crooked Lane, Kolkata – 700 069, Police Station - Hare Street, Post Office – Esplanade, represented through its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN : ADIPD1444J, duly authorized by the Resolution dated ..... passed by its Board of Directors and **ninety seven [97]** numbers of other companies duly incorporated under the Companies Act, 2013, details of them being mentioned in the **Part-I** of the **Schedule ‘G’** hereunder written, all represented by their Constituted Attorney MR. APURVA SALARPURIA, son of Late Rakesh Salarpuria, having PAN APMPS8294P, Mobile No. .... Police Station – New Alipore, Post Office – New Alipore, residing at 574, Block- N, New Alipore, Kolkata-700 053, duly authorized by the respective Resolutions dated ..... passed by their respective Board of Directors, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **FIRST PART:**

**AND**

**SALARPURIA SIMPLEX DWELLINGS LLP**, a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008, having its registered office at Premises No. 7, C. R. Avenue, Third Floor, Kolkata-700 072, having LLPIN. AAA-1780, having PAN ABUFS2750G, represented by its Designated Partner, Mr....., son of ....., having PAN....., Mobile No. .... working for gain at Premises No. 7, C. R. Avenue, Third Floor, Kolkata-700 072, duly authorized by its Resolution dated ....., hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other partner or partners who may be taken in or admitted for the benefit of the said partnership business) of the **SECOND PART:**

**AND**

**(1)** \_\_\_\_\_, Aadhaar No....., having PAN \_\_\_\_\_, Mobile No. .... son of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Pin Code \_\_\_\_\_, and **(2)** \_\_\_\_\_, Aadhaar No. ...., having PAN \_\_\_\_\_, Mobile No. .... daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Pin Code \_\_\_\_\_, hereinafter jointly referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART;**

*[If the Allottee is a company]*

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [\_\_\_\_\_] (PAN [\_\_\_\_\_] ), represented by its authorized signatory \_\_\_\_\_, (Aadhaar No.[\_\_\_\_\_] ) duly authorized vide board resolution dated [\_\_\_\_\_], hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[OR]

*[If the Allottee is a Partnership]*

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

[OR]

*[If the Allottee is a HUF]*

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

The Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

## **I. DEFINITIONS:**

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

**ACT** – shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**RULES** - shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**REGULATIONS** - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**SECTION** – shall mean a section of the Act;

1.1 All other words in this Agreement as defined in the **Schedule 'G'** here under shall have the meaning as ascribed to them.

## **W H E R E A S :**

A. (1) DEITY VANIJYA PRIVATE LIMITED, (2) CARNIVAL TIE-UP PRIVATE LIMITED, (3) MERCY VYAPAARPRIVATE LIMITED, (4) DEBONAIR-VYAPAAR PRIVATE LIMITED, (5) DAFFODIL VANIJYA PRIVATE LIMITED, (6) MAINSTREAM VYAPAAR PRIVATE LIMITED, (7) STARWART TIE-UP PRIVATE LIMITED, (8) BLUEBELL DEALCOM PRIVATE LIMITED,

(9) DAISY DEALERS PRIVATE LIMITED, (10) FALCON TIE-UP PRIVATE LIMITED, (11) SADBHAWNA DEALERS PRIVATE LIMITED, (12) SAMBODIIAN ADVISORY PRIVATE LIMITED, (13) SHPVGANGA VANIJYA PRIVATE LIMITED, (14) SAHANSHIL TRADELINK PRIVATE LIMITED, (15) BRIJWASI SUPPLIERS PRIVATE LIMITED, (16) UNNATI SUPPLIERS PRIVATE, (17) NISHAKAR MARKETING PRIVATE LIMITED, (18) BRIJWASI MARKETING PRIVATE LIMITED, (19) SAHANBHUTI DEALER PRIVATE LIMITED, (20) SURAKSHIT SUPPLIERS PRIVATE LIMITED, (21) UNNATI VYAPAAR PRIVATE LIMITED, (22) SUGANDH MERCANTILE PRIVATE LIMITED, (23) SHIVDHARA AGENCY PRIVATE LIMITED, (24) TROPEX MERCANTILE PRIVATE LIMITED, (25) CONCORD VYAPAAR PRIVATE LIMITED, (26) WONDER DISTRIBUTOR PRIVATE LIMITED, (27) PANGHATMERCANTILE PRIVATE (28) CHIRAG VINIMAY PRIVATE LIMITED, (29) ALISHAN DEALER PRIVATE LIMITED, (30) EVERLIKE BARTER PRIVATE LIMITED, (31) GOODHOPE COMMERCIAL PRIVATE LIMITED, (32) TRIMUDRA VANIJYA PRIVATE LIMITED, (33)SNEHIL MERCANTILE PRIVATE LIMITED, (34) SAGUN MARKETING PRIVATE LIMITED, (35) APNAPAN MERCHANDISE PRIVATE LIMITED, (36) SAHANSIL AGENCIES PRIVATE LIMITED, (37) SATYAM DEALERS PRIVATE LIMITED, (38) SUNDRAM VANIJYA PRIVATE LIMITED, (39) MANOBAL MARKETING PRIVATE LIMITED, (40) CHAMPAK VYAPAR PRIVATE LIMITED, (41) DESIRE TRADES PRIVATE LIMITED, (42) MAINA VINIMAY PRIVATE LIMITED, (43) PORTABLE DEALING PRIVATE LIMITED, (44) PRITAM DEALING PRIVATE LIMITED, (45) PURNIMA VYAPAAR PRIVATE LIMITED, (46) SURFACE VYAPAAR PRIVATE LIMITED, (47) VEDANT COMMERCIAL PRIVATE LIMITED, (48) MATA JI MERCHANTS PRIVATE LIMITED, (49) ECO VANIJYA PRIVATE LIMITED, (50) PARADISE SUPPLIERS PRIVATE LIMITED, (51) CHARMS MERCHANTS PRIVATE LIMITED, (52) MARVELLOUS NIRMAN PRIVATE LIMITED, (53) PARAMOUNT NIRMAN PRIVATE LIMITED, (54) PILLAR REALTORS PRIVATE LIMITED, (55) TRIVENI PROMOTERS PRIVATE LIMITED, (56) ASTER SALES PRIVATE LIMITED, (57) A TO Z TRADECOMM PRIVATE LIMITED, (58) ASTER SUPPLIERS PRIVATE LIMITED, (59) MUKUND COMMODITIES PRIVATE LIMITED, (60) CHIRAG BARTER PRIVATE LIMITED, (61) MUKUND VANIJYA PRIVATE LIMITED, (62) A TO Z VANIJYA PRIVATE LIMITED, (63) AJANTA DEALCOMM PRIVATE LIMITED, (64) SUGANDH DEALER PRIVATE LIMITED, (65) JAGKALYAN MARKETING PRIVATE LIMITED, (66) HAMSAFAR DISTRIBUTORS PRIVATE LIMITED, (67) ELEGENT HEIGHTS PRIVATE LIMITED, (68) S.P. NIRMAN PRIVATE LIMITED, (69) SURLOK VANIJYA PRIVATE LIMITED, (70) DHANISHTA APARTMENTS PRIVATE LIMITED AND (71) KRITARTHA REAL ESTATE PRIVATE LIMITED (hereinafter collectively referred to as the said **DEITY VANIJYA PVT. LTD. & 70 others companies**) is the absolute and lawful owners of and jointly seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of **182 Cottahs equivalent to 302 dcml or 12221.40 sq meter.** be the same or a little more or less situate lying at Mouja Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata - 700 136, more fully and particularly described in the **Part-III** of the **Schedule 'G'** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances charges liens lispensens acquisitions requisitions trusts of whatsoever nature, through several Deeds of Conveyance particularly described in the **Part-II** of the **Schedule 'G'** here under written.

B. The said Land has been earmarked for the purpose of development of a residential cum commercial project comprising forty nine (49) independent G+2 villas/row houses and also retail/office blocks and accordingly the Promoter herein has got a plan being Building Plan No. 589/14/15 dated 17/07/2014 as revised on 28.11.2018, duly sanctioned by the then Rajarhat-Gopalpur Municipality for construction thereof upon the said Land to be known as '**Silveroak Estate Prive**' (herein after referred to as the **said Project**).

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

D. The Promoter/Owners has/have informed the then Rajarhat Gopalpur Municipality about the commencement of the construction work vide Letter of Commencement dated 21/07/2014.

E. The Promoter has obtained final lay put plan, sanctioned plan, specifications and approvals for the Project also for the villa. 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. After the commencement of the Act, the Promoter has registered the said Project under the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

G. The Allottee(s) has/have applied for a Villa/Row House in the said Project vides Application no. .... Dated ..... and has been allotted All That the **Villa no. ....** comprising a G+2 row house having a total **carpet area of..... sq.ft. (equivalent to a total built up area of ..... sq. ft. )** approximately inclusive of .....numbers of car parking space and open space of .....**sq. ft.** approximately comprising lawn, ramp and service ducts, at the front and rear side and other sides of the house, to be constructed on a plot of land containing an area of ..... approximately in the said Project to be known as **Silver Oak Estate Prive** presently in course of construction on a part of the said Land more fully and particularly described in the **Schedule 'A'** hereunder written and delineated in the Floor Plan being described in the **Schedule 'B'** here under and Together With the absolute share in the said plot of land on which the said villa is to be erected Together With the pro rata share in the Common Areas (as defied under clause (m) of section 2 of the Act ) of the said Project and together with the proportionate right to use the Common Facilities and Amenities of the said Project more fully and respectively described in the **Schedule 'E'** here under written, as permissible under the applicable law (hereinafter collectively referred to as the **said Villa**).

H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. The Promoter further discloses that,

a) By a Development Agreement dated the 15<sup>th</sup> day of July, 2014 made between the said Deity Vanijya Pvt. Ltd. & 70 other companies therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part, the Owners therein for the terms and conditions mentioned therein appointed the Promoter herein to develop the said Land and to commercially exploit the same.

b) By a Deed of Declaration dated the 9<sup>th</sup> day of July, 2014 made between the said Deity Vanijya Pvt. Ltd. & 70 other companies and the Promoter herein and registered with the Registrar of Assurances, Kolkata, in Book I, Volume No. 1904-2016, at Pages 66208 to 66369, being Deed No. 1668 for the year 2016, the parties thereto recorded, declared and confirmed that the parties shall abide by all the terms and conditions of the aforesaid recited Development Agreement.

c) Meanwhile, in order to have better and smooth development work, the said Deity Vanijya & 70 other companies had decided to take (1) LOFTY ESTATE PRIVATE LIMITED (2) BONEWELL TRADING PRIVATE LIMITED, (3) RELAX TRADING PRIVATE LIMITED, (4) LOVELY BARTER PRIVATE LIMITED, (5) NEELKANTH TIE-UP PRIVATE

LIMITED, (6) SUDHAKAR SUPPLY PRIVATE LIMITED, (7) DIGNITY DISTRIBUTORS PRIVATE LIMITED, (8) HEVEN MERCHANOISE PRIVATE LIMITED, (9) RIPPLE DISTRIBUTORS PRIVATE LIMITED, (10) MRIDUL BARTER PRIVATE LIMITED, (11) SATYA VACHAN MERCHANDISE PRIVATE LIMITED, (12) WINDSON VYAPAAR PRIVATE LIMITED, (13) SPOTLIGHT DISTRIBUTORS PRIVATE LIMITED, (14) MAHASHAKTI TIE-UP PRIVATE LIMITED, (15) TAPWAN MERCHANDISE PRIVATE LIMITED, (16) NIKHAR AGENCIES PRIVATE LIMITED, (17) KASAUTI TRADING PRIVATE LIMITED, (18) COMFORT BARTER PRIVATE LIMITED, (19) EXCLUSIVE SUPPLY PRIVATE LIMITED, (20) SANJOG VINIMOY PRIVATE LIMITED, (21) PROMINENT DISTRIBUTORS PRIVATE LIMITED, (22) MADHURI VANIJYA PRIVATE LIMITED, (23) COMPARE VYAPAAR PRIVATE LIMITED, (24) ARUNODAY SUPPLIERS PRIVATE LIMITED, (25) PRESTIGE DEALCOMM PRIVATE LIMITED, (26) FORTUNE SUPPLIERS PRIVATE LIMITED AND (27) GRAVITY TRADECOMM PRIVATE LIMITED, (hereinafter collectively referred to as the **said new owners**) as their co-owners of the said Land and accordingly the following deeds were executed in favour of the said new owners:

Sl. No.	Deed No & year	Book No.	Vol. No.	Pages	Registry Office	Area (In Deci mal)	Name of the purchasers
1.	6606 for the year 2006	I	12	3593 to 3605	D.S.R.- II, 24 PARGANAS(NO RTH)	6	LOFTY ESTATE PRIVATE LIMITED &Others
2.	389 for the year 2009	I	2	2871 to 2882	A.R.A.- II, KOLKATA	2.812 5	MARVELLOUS NIRMAN PRIVATE LIMITED & Others
3.	2157 for the year 2011	I	7	5829 to 5841	A.R.A.- II, KOLKATA	11.25	ARUNODAY SUPPLIERS PRIVATE LIMITED & Others
4.	11176 for the year 11	I	43	172 to 184	A.R.A.- II, KOLKATA	1.66	DHANISTHA VILLAS PRIVATE LIMITED& Others
5.	11177 for the year 11	I	43	185 to 197	A.R.A.- II, KOLKATA	13.25	DHANISTHA VILLAS PRIVATE LIMITED & Others

d) Afterwards, by a Deed of Declaration dated the 20<sup>th</sup> day of June, 2016 made between the said Deity Vanijya Pvt. Ltd. & 70 other companies and the said new owners therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered with the A.R.A. – IV, Kolkata in Book No.I, Volume No.1904-2016, pages 219334-219482, Being No.190405948 for the year 2016, it was recorded and declared that the aforesaid recited Development Agreement shall be binding on all the parties thereto and the said Deity Vanijya Pvt. Ltd. & 70 others companies and the said new owners shall jointly be the Owners within the meaning of the said Development Agreement.

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners hereby agrees to sell and the Promoter hereby agrees to construct and confirm and the Allottee(s) hereby agree(s) to purchase the said Villa as specified in Para G.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATION, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the said Villa as specified in Para G.

1.2 The Total Price for the said Villa based on the carpet area ..... Sq ft equivalent to Built up Area .... Sq ft is Rs...../- (Rupees..... only) **(Total Price)**. The break-up thereof is given here under: -

Villa No. _____	
Type _____	
Cost of Villa	
JACUZZI (OPTIONAL)	
LIFT (OPTIONAL)	
Covered/Open/ (basement/ground/independent/dependent floor) Parking –	
Total Price	
Deposits:	
Maintenance charges for the interim period between obtaining Completion Certificate till taking over of the maintenance by the Association	
Sinking Fund (Interest Free)	
Extras :	
Generator Charges	
Legal and Documentation Charges	
Club Membership Charges	

Taxes & Cess :	
Total (in Rupees) (INCLUDING EXTRAS & DEPOSITS)	

**Explanation :**

i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Villa/Row House.

ii) 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) upto the date of the handing over the possession of the said Villa to the Allottee(s) and the Project to the Association of Allottee(s) or the Competent Authority, as the case may be, after obtaining the Completion Certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

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

iv) The Total Price of the said Villa/Row House includes recovery of price of land, construction of, not only the Said Villa but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the the said Villa/Row House and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in **Schedule 'C'** ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and specifications described herein at **Schedule 'D'** and **Schedule 'E'** here under (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Villa/Row House, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee(s) after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee(s) within forty-five (45) days with annual interest at the rate of 2% over and above the published State Bank of India lending rate, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the said Villa, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, that the Allottee(s) shall have the right to the the said Villa /Row House as mentioned below:

i) The Allottee(s) shall have exclusive ownership of the said Villa/Row House;

ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii) That the computation of the price of the Row House 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(if any), 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 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Row House and the Project;

iv) The Allottee(s) has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their villa.

1.9 It is made clear by the Promoter and the Allottee(s) agree(s) that the said Villa along with the 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 form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Villa to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (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 outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Villa to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues 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 therefore by such authority or person.

1.11 The Allottee(s) has/have paid a sum of Rs. ----- (Rupees----- only) as Booking Amount being part payment towards the Total Price of the said Villa at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining price of the said Villa as prescribed in the Payment Plan as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate of 2% over and above the published State Bank of India lending rate from the date of default until payment.

## **2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at ----- .

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) 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 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(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Row House apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

#### **4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee(s) has/have hereby authorized the Promoter to adjust/ appropriate all payments made by him/ her/them under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Villa, if any, in his/ her/their name and the Allottee(s) undertake(s) not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Villa to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be.

#### **6. CONSTRUCTION OF THE PROJECT/SAID VILLA:**

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the said Villa and accepted the floor plan, payment plan and the specification, 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 Act 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 this Agreement.

#### **7. POSSESSION OF THE SAID VILLA:**

7.1 **Schedule for possession of the said Villa** –The Promoter agrees and understands that timely delivery of possession of the said Villa to the Allottee(s) and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the said Villa along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on ----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Villa.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) 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(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she/they shall not have any rights, claims etc. against the Promoter and 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/completion certificate/partial completion certificate/provisional completion certificate from the competent authority shall offer in writing the possession of the said Villa, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate. The Promoter agree(s) and undertake(s) to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), 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 completion certificate for the Project. The Promoter shall handover the completion certificate/partial completion certificate/provisional completion certificate of the project, as the case may be, to the Allottee(s) at the time of conveyance of the same.

**7.3 Failure of Allottee(s) to take possession of Villa** - Upon receiving a written intimation from the Promoter as per Para 7.2 herein above, the Allottee(s) shall take possession of the said Villa 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 said Villa to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided as per Para 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

**7.4 Possession by the Allottee(s)** - After obtaining the occupancy certificate/completion certificate/partial completion certificate/provisional completion certificate and handing over physical possession of the said Villa to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**7.5 Cancellation by Allottee(s)** - The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five (45) days of such cancellation.

**7.6 Compensation** - The Owners/Promoter shall compensate the Allottee(s) in case of any loss, caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the 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 said Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish(es) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the said Villa, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due. Provided that where if the Allottee(s) does/do not intent to withdraw from the Project the Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the said Villa, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said 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 or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Villa;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Villa 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, said Land, and said Villa and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Villa which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Villa to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The said Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the schedule property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the said Villa along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the said Villa to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the said Villa 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/or 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 its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is/are entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the said Villa, along with interest within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does/do not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Villa, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (i) In case the Allottee(s) fails/fail to make payments for ----- consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of SBI Prime Lending Rate (PLR) plus two per cent (2%) per annum.
- (ii) In case of default by Alottee(s) under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Villa in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days (30) prior to such termination.

#### **10. CONVEYANCE OF THE SAID VILLA :**

The Promoter, on receipt of Total Price of the said Villa as per Para 1.2 under the Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the said Villa together with proportionate indivisible share in common areas within three (3) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee(s):

Provided that, in absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

#### **11. MAINTENANCE OF THE SAID VILLA/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the 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 has been included in the Total Price of the said Villa.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **13. RIGHT TO ENTER THE SAID VILLA FOR REPAIRS:**

The Promoter/ facility maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agree(s) to permit the Association of allottees and/or facility maintenance agency to enter into the said Villa or any

part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the said Project name, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE VILLA:**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Villa at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said villa, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Villa, and keep the said Villa, 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.

15.2 The Allottee(s) further undertake(s), assure(s) and grantee(s) that he/ she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall store any hazardous or combustible goods in the villa or place any heavy material in the common passages. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Villa.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Villa 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 for charge

shall not affect the right and interest of the Allottee(s) who has/have taken or agreed to take such Villa.

**19. 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 shall show compliance of various laws/ regulations as applicable.

**20. BINDING EFFECT :**

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

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 said Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Villa, in case of a transfer, as the said obligations go along with the said Villa for all intents and purposes.

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

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION :**

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

**29. NOTICES:**

That all the notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by registered post at their respective addresses specified below:-

Promoter's name: <b>SALARPURIA SIMPLEX DWELLINGS LLP</b>	Allottee(s) name
Address: 7, C. R. Avenue, Third Floor, Kolkata-700 072.	Address.....

It shall be the duty of the Allottee(s) and Promoter to inform each other of any changes 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(s), as the case may be.

**30. JOINT ALLOTTEE:**

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 Allottee(s).

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

**34. MISCELLENEOUS:**

Subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations mentioned hereinabove and in addition thereto the parties hereto shall also observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed, followed and complied by the parties herein, including but not limited to those mentioned in the **Schedule 'H'** here under written.

**SCHEDULE 'A' ABOVE REFERRED TO:**

**[SAID VILLA]**

**ALL THAT** the residential villa situated within the Project named SILVROAK ESTATE PRIVE at \_\_\_\_\_, within the jurisdiction of Ward No. \_\_\_ of \_\_\_\_\_ Municipal Corporation / Municipality, under P.S. \_\_\_\_\_, as per details given herein below;

- i) Villa No. \_\_\_\_\_
- ii) Carpet Area (which will mean the carpet area calculated in the manner provided under the relevant act(s)... \_\_\_ sft., more or less.
- iii) Area of the adjoining terrace/open space: \_\_\_ sft.

- iv) Area of the adjoining balcony: \_\_\_\_ sft.
- v) \_\_\_\_ No(s) of Open car parking space (135 sft. each more or less).
- vi) \_\_\_\_ No(s) of Covered car parking space (135 sft. each, more or less).
- vii) Pro rata share in common areas.

**SCHEDULE 'B' ABOVE REFERRED TO:**

**[FLOOR PLAN]**

**SET OUT**

**SCHEDULE 'C' ABOVE REFERRED TO**  
**(PAYMENT PLAN)**

The Total Price of the said Villa shall be paid by the Allottee(s) in the following manner:

INSTALLMENT		
ON APPLICATION	500000 + Applicable Taxes	
Agreement money (incl application money)	10% of Agreement Value + applicable taxes + 50% of legal charges – Application Money	10%
1st Inst- on Completion of Ground floor Slab casting of said UNIT	10% of Agreement Value + applicable taxes	20%
2nd Inst- on Completion of 2nd floor Slab casting of said UNIT	15% of Agreement Value + applicable taxes	35%
3rd Inst- on Completion of Roof casting of said UNIT	15% of Agreement Value + applicable taxes	50%
4th Inst- on Completion of Brick Work of said UNIT	15% of Agreement Value + applicable taxes	65%
5th Inst- on Completion of Flooring Work of said UNIT	15% of Agreement Value + applicable taxes	80%
6th Inst- on Completion of Putty of said UNIT	15% of Agreement Value + applicable taxes	95%

7th Inst- On Possession	5% of Agreement Value + Balance Extras Charges+ applicable taxes	100%
	<b>TOTAL</b>	

**SCHEDULE 'D' ABOVE REFERRED TO:**

**(SPECIFICATIONS)**

<b>Structure</b>	RCC framed structure with anti-termite treatment in foundation. Good quality cements are used in our project,
<b>Floor</b>	Master Bedroom – Vitrified Tiles All other Bedroom – Vitrified tiles of reputed make. Living / dining room – Tiles. Kitchen – Anti-Skid Tiles of reputed make. Toilet – Anti-Skid Tiles of reputed make.
<b>Toilets</b>	Ceramic tiles of reputed make on the walls up to door height. Hot & Cold-water points Western style sanitary fittings of Kohler/Roca or equivalent make. Bathtub in one toilet and shower cubicle in another toilet.
<b>Kitchen</b>	Granite platform with Dado tiles up to 2 feet height above the counter along with stainless steel sink, water points will be provided along with a exhaust fan.
<b>Door/Window</b>	Frame – Sal Wood; Shutter – Flush Doors; Main Door – Solid Core Flush door with Front side veneer finish. Stainless Steel hardware fittings of reputed make. Aluminum windows will be provided. MS& SS glass railings will be provided in the balconies
<b>Wall Finishes</b>	Interior – All wall finishes will be done with Putty, Providing a smooth & even base
<b>Exterior</b>	The exterior façade will be painted with weather proof Paint
<b>Electric Points</b>	Every UNIT will have an adequate number of electrical points and switches to accommodate all the necessary gadgets and equipment. Modular Switches of reputed make will be provided
<b>Water Supply</b>	24 Hours uninterrupted supply of water which will be processed at a water treatment

	plant.
<b>Telephone/Cable TV</b>	Telephone, Cable TV points in Living & Dining room. Telephone wiring and points in every home enable external telecom service providers to bring voice and data services.
<b>Security / Video Door phone</b>	UNITs will have video door phone.

**SCHEDULE 'E' ABOVE REFERRED TO:**

**Part-I**

**(COMMON AREAS )**

1. Entrance and exit gates of the Complex/Project.
2. Paths passages and open spaces project and those reserved by the Promoter.
3. Driveway.
4. Stand-by diesel generator set of reputed makes as per the designed capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said UNIT to the extent of quantum mentioned herein during power failure and generator room.
5. Water pump with motor, water distribution system.
6. Underground water reservoir
7. STP.
8. Room for darwan/security guard, caretaker's office.
9. Boundary walls.

**Part-II**

**(COMMON FACILITIES AND AMENITIES)**

**(To be jointly shared by the Allotees of Silver Oak Estate Prive as well as Silver Oak Estate Residents)**

<b>"THE RETREAT"</b> at Silveroak Estate (more fully described in the Part-IV here under of this Schedule)	
Landscape Garden	Swimming Pool
Children's Play Area	Senior Citizen's Park
Jogging Track	Outdoor Playing Area

**SCHEDULE 'F' ABOVE REFERRED TO:**

**Part-I**

**(COMMON EXPENSES)**

1. Repairing, rebuilding, repairing, improving as necessary and keeping the said project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the facility Management Company or the Association, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the said project, the Building(s) and the Common Areas, Common Amenities And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas, Common Amenities And Facilities and decorating and coloring all such parts of the Building(s) and the Common Areas, Common Amenities And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the said project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas, Common Amenities And Facilities.
8. Insuring any risks.
9. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter or the Association or the facility management agency may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
10. Cleaning as necessary, the external walls and windows (not forming part of any villa) in/at the said project and/or the Building(s) as may be necessary as also the Common Areas, Common Amenities And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the said project as identified by

the Promoter or the Facility Management Company or the Association, as the case may be.

11. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and providing additional lighting apparatus thereat.
12. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas, Common Amenities And Facilities and also those identified by the Promoter, if any.
13. Providing and arranging for removal of rubbish.
14. Paying at the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the said project and/or Building(s) and/or the Common Areas, Common Amenities And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an end user/the occupant of any villa.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the said project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an end user/occupant of a villa.
16. Generally managing and administering and protecting the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the end users/occupants of any of the villa.
17. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made there under relating to the said project and/or the Building(s) and/or the Common Areas, Common Amenities And Facilities excepting those which are the responsibility of an end user/occupier of any villa.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders there under and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company or the Association, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company, if any.
22. Service Charges of the Promoter till the maintenance is taken over by the Association.
23. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company or the Association, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this schedule or expected to be incurred at any time.

24. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

**Part-II  
(Club-The Retreat)**

- a) A Club which shall be set up by the Promoter within the adjoining residential project known as Silveroak Estate and developed by the Promoter shall have the recreational facilities tentatively like Air-conditioned Home Theatre, Community Hall, Children Play area, Kids Corner with, reading room, modern swimming pool and, Changing Room and Shower, well equipped gym, steam and yoga facility, Cafeteria, sporting arrangement comprising indoor game facilities etc. Such facilities may be varied at the sole discretion of Promoter.
- b) The said Club will be for the use of the Allottees and/or any person occupying the Villa through the Allottees or any person other than Villa owners who is admitted as a member of the club. The user of the club shall be subject to such terms and conditions and rules and regulations to be formulated in that regard by the Promoter or its nominee and also subject to making payment of the admission charges and monthly subscription charges which shall be levied and/or imposed by the Promoter or its nominee from time to time as per the rules of the club that would be framed by Promoter.
- c) The ownership of the Club shall always remain with the Promoter. The Allottees shall not have any right and title to the same. The Club will be run professionally or as decided by Promoter.
- d) All members will be required to abide by the rules and regulations to be framed from time to time.
- e) It is expected that the facilities at the club will be operational together with the completion of the project.
- f) The membership would create a right to use the club facilities subject to payment of charges and observance of regulations. No right or lien of any nature whatsoever will be created in favour of members, in respect of the assets of the Club.
- g) There will be no restriction upon the Promoter or its nominee in admitting any person/persons who is/are not Allottees as its member or give to anyone the right of user of the Club and/or its facilities on such terms as the Promoter or its nominee may decide.
- h) Any person residing with the Allottees may be given the facility to become additional member to the extent and on the terms prescribed by the Promoter or its nominee.

**SCHEDULE 'G' ABOVE REFERRED TO:**

**PART-I  
(THE OWNERS)**

(1) CARNIVAL TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112215, having PAN-AADCC0145N, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post-Office-Esplanade.

(2) MERCY VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112045, having PAN-AAECM9807G, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(3) DEBONAIR VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112239, having PAN-AACCD5553A, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(4) DAFFODIL VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112216, having PAN-AACCD5077F, having its registered office at 11, Crooked Lane, Kolkata -700 069, Police Station - Hare Street, Post Office Esplanade.

(5) MAINSTREAM VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909W132006PTC112214, having PAN-RAECM9808K, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(6) STARWART TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB 2006PTC112249, having PAN-AAKCS6381H, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office Esplanade.

(7) BLUEBELL DEALCOM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112252, having PAN-AADCB0735B, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(8) ASTER SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U511091WB2006PTC111764, having PAN-AAGCA3094B, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(9) DAISY DEALERS PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN-U51909WB2006PTC112248, having PAN-AACCD5555G, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(10) FALCON TIE UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2005PTC104638, having PAN-AABCF0143P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(11) SADBHAWNA DEALERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC109437, having PAN-AAKCS5043G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station New Market, Post Office New Market

(12) SAMBODHAN ADVISORY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U74140WB2006PTC109436, having PAN-AAKCS5152R, having its

registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(13) SHIVGANGA VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109435, having PAN-AAKCS5044B, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post-Office New Market.

(14) SAHANSIL TRADLINK PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109 WB2006PTC 109440, having PAN-AAKCS5123K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market.

(15) BRIJWASI SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109W132006PT C109088, having PAN-AADCB0386L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(16) UNNATI SUPPLIERS PRIVATE LIMITED, an existing company under the Companies, Act, 2013, having CIN-U51109WB2006PTC109080, having PAN-AAACU8728L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market.

(17) NISHAKAR MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109087, having PAN-AAACN4382P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market.

(18) BRIJWASI MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109086, having PAN-IADCB0387M, having Its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office - New Market.

(19) SAHANBHUTI DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109964, having PAN-AAKCS5055J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office - New Market.

(20) SURAKSHIT SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109967, having PAN-AAKCS5046D, having its registered office at 12/1, Nellie Sengupta. Sarani, Kolkata-700 087, Police Station New Market, Post Office-New Market.

(21) UNNATI VYAPAAR PRIVATE LIMITED, an existing company under the Companies, Act, 2013, having CIN-U51109WB2006PTC110787, having PAN-AAACU8729M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office-New Market.

(22) SUGANDH MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110790, having PAN-AAKCS5045A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office - New Market.

(23) SHIVDHARA AGENCY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110784, having PAN-AAKCS5126N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station- New Market, Post Office-New Market.

(24) TROPEX MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110788, having PAN-AACCT5946M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office- New Market.

(25) CONCORD VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act; 2013, having CIN-U51109WB2006PTC 110781, having PAN-AAACCC9791R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(26) WONDER DISTRIBUTOR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110800, having PAN-AAACW6829L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(27) PANGHAT MERCANTILE PRIVATE LIMITED an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110799, having PAN-AAECP1300M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(28) CHIRAG VINIMAY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W132006PTC 110791, having PAN-AACCC9789K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station- New Market, Post Office-New Market.

(29) ALISHAN DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110786, having PAN-AAGCA1045G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market.

(30) EVERLIKE BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W112006PTC110789, having PAN-AABCE7032L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(31) GOODHOPE COMMERCIAL PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110783, having PAN-AACCG753SG, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office - New Market.

(32) TRIMUDRA VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W82006PTC110785, having PAN-AACCT5948F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office - New Market.

(33) SNEHIL MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110797, having PAN AAKCS5052R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(34) SAGUN MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110798, having PAN-AAKCS5124Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(35) APNAPAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110782, having PAN-AAGCA1000M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office-New Market.

(36) SAHANSIL AGENCIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110793, having PAN-AAKCS5051N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(37) SATYAM DEALERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110794, having PAN-AAKCS5278H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(38) SUNDRAM VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110795, having PAN-AAKCS5122J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office - New Market.

(39) MANOBAL MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110796, having PAN-AAECM9189K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(40) CHAMPAK VYAPAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110676, having PAN-AACCC9788J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(41) DESIRE TRADES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110679, having PAN-AACCD5221F having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(42) MAINA VINIMOY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110671, having PAN-AAECM9195M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station - New Market, Post Office-New Market.

(43) PORTABLE DEALING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110678, having PAN-AAECP1266A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(44) PRITAM DEALING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110675, having PAN-AAECP1263F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(45) PURNIMA VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W132006PTC110672, having PAN-AAECP1354R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(46) SURFACE VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110670, having PAN-AAKCS5053Q, having its

registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(47) VEDENT COMMERCIAL PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110668, having PAN-AAACCV3955A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(48) MATAJI MERCHANTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110677, having PAN-AAECM9220H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(49) ECO VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51900WB2006PTC107496, having PAN-AABCE6556B, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata-700 087.

(50) PARADISE SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109W132005PTC10 4639, having PAN-AADCP8436H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata 700 087.

(51) CHARMS MERCHANTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W112005PTC 104609, having PAN-AACCC9024H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata-700 087.

(52) MARVELLOUS NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45 200WB2006PTC111906, having PAN-AAFCM0643R, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post Office-Esplanade.

(53) PARAMOUNT NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45 200WB2006PTC111908, having PAN-AAECP2516R, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station Hare Street, Post Office-Esplanade.

(54) PILLAR REALTORS PRIVATE LIMITED, an existing company under the Companies -Act, 2013, having CIN-U45200WB2006PTC111907, having PAN-AAECP2517Q, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office - Esplanade.

(55) TRIVENI PROMOTERS PRIVATE LIMITED, an existing company under the Companies Act,2013, having CIN-U45200W132006PTC 111904, having PAN-AACCT6657K, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office Esplanade.

(56) ASTER SALES PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN-U51109WB200 6PTC 111759, having PAN-AAGCA3093G, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office - Esplanade.

(57) A TO Z TRADECOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112749, having PAN-AAGCA2838P, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office - Esplanade.

(58) MUKUND COMMODITIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112748, having PAN-AAFCM0458G, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(59) CHIRAG BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112746, having PAN-AADCC0565A, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(60) MUKUND VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112890, having PAN-AAFCM0459H, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station Hare Street, Post Office Esplanade.

(61) A TO Z VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112747, having PAN-AAGCA2839N, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(62) AJANTA DEALCOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112891, having PAN-AAGCA2837C, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(63) SUGANDH DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC 109442, having PAN-AAKCS0438B, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(64) JAGKALYAN MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC 109924, having PAN-AABCJ7022P, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(65) HAMSAFAR DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109925, having PAN-AABCH7200F, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office - Esplanade.

(66) ELEGENT HEIGHTS PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN-U45200WB2006PTC112155, having PAN-AABCE7399G, having its registered office at 7, Claittaranjan Avenue, Kolkata-700 072, Police Station - Bowbazar, Post Office - Princep Street.

(67) S.P. NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70101WB2006PTC 110629, having PAN-AAKCS8526J, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(68) SURLOK VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2008PTC122619, having PAN-AAMCS9671A, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station - Hare Street, Post Office – Esplanade.

(69) DHANISTHA APARTMENTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70102WB201OPTC145573, having PAN-AADCD4160C, having its registered office at 7, Chittaranjan Avenue, Kolkata-700 072, Police Station - Bolwbazar, Post Office - Princep Street.

(70) KRITARTHA REAL ESTATE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U70200WB201OPTC144613, having PAN-AADCK9147L, having its registered office at 7, Chittaranjan Avenue, Kolkata-700 072, Police Station-Bowbazar, Post Office-Princep Street.

(71) LOFTY ESTATE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70101WB2005PTC103537, having PAN-AABCL2423N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(72) BONEWELL TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111854, having PAN AADCB1818K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(73) RELAX TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111853, having PAN AADCR6601E, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(74) LOVELY BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111852, having PAN-AABCL3366Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(75) NEELKANTH TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111848, having PAN-AACCN5496L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(76) SUDHAKAR SUPPLY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111847, having PAN-AALCS2571C, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(77) DIGNITY DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111846, having PAN-AACCD6440J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(78) HEVAN MERCHANOISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111845, having PAN-AABCH8877Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(79) RIPPLE DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111843, having PAN-AADCR6619Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(80) MRIDUL BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111841, having PAN-AAFCM1461K, having its

registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(81) SATYAVACHAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111840, having PAN- AALCS0100K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(82) WINDSON VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111842, having PAN-AAACW7181M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(83) SPOT LIGHT DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC111844, having PAN-AALCS0128F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(84) MAHASAKTI TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111794, having PAN-AAFCM2620J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(85) TAPWAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112102, having PAN-AACCT7098L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(86) NIKHAR AGENCIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112097, having PAN-AACCN5495K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(87) KASAUTI TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2014PTC201894, having PAN-AADCK1201D, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(88) COMFORT BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112100, having PAN-AADCC1170B, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(89) EXCLUSIVE SUPPLY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112108, having PAN-AABCE8010G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(90) SANJOG VINIMOY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112110, having PAN-AALCS0127L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(91) PROMINENT DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112147, having PAN-AAECP3197J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(92) MADHURI VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013 having CIN-U51109WB2005PTC104666, having PAN-AAECM7994A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(93) COMPARE VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2005PTC103599, having PAN-AACCC9023A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market.

(94) ARUNODAY SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC114183, having PAN-AAHCA3806G, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post-Office-Esplanade.

(95) PRESTIGE DEALCOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC114182, having PAN-AAECP8684Q, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post-Office-Esplanade.

(96) FORTUNE SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC114180, having PAN-AAABCF2992A, having its registered office at 11, Crooked Lane, Kolkata-700 069, Police Station-Hare Street, Post-Office-Esplanade AND

(97) GRAVITY TRADECOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC114181, having PAN-AADCG3050E, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post-Office-Esplanade.

## **PART-II**

### **(DEEDS OF CONVEYANCE)**

#### **SET OUT**

## **PART-III**

### **(SAID LAND)**

**ALL THAT** the piece and parcel of land containing an area of 183 Cottahs be the same a little more or less situate lying at and being Mouza Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, , 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata-700 136 and butted and bounded as follows :-

**ON THE NORTH:** National High Way& 528

**ON THE EAST:** 540 (P),537,536,558,618,533 & 530

**ON THE WEST:** 619 & 524

**ON THE SOUTH:** 517 (P),518,520, & 539

**(SCHEDULE 'H' ABOVE REFERRED TO:**

**(MISCELLENEOUS TERMS CONDITIONS COVENANTS STIPULATIONS OBLIGATIONS  
RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE(S)/PROMOTER)**

1.1 The Allottee(s) accept(s) and admit(s) that only after the lock-in period as mentioned herein below and prior to execution and registration of Deed of Conveyance of the said Villa, the Allottee(s) will be entitled to nominate, assign and/or transfer his/her/their right, title and interest and obligations under this Agreement to his/her/their nominee(s).

1.2 The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of twelve (12) months from the Effective Date.

1.3 Prior to such nomination and/or assignment and/or transfer of the benefit of this Agreement the Allottee(s) shall make payment of all dues including interest if payable on account of default to the Promoter in terms of this Agreement.

1.4 The Allottee(s) shall obtain prior written permission of the Promoter in respect of such nomination, assignment and transfer and the nominee(s) shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

1.5 In case of such nomination, assignment and transfer the Allottee(s) shall pay transfer fees @ 2% of the Agreement value to the Promoter.

2.1 The Promoter shall in accordance with the applicable laws call upon the respective Villa Owners to form an Association of Allottees and it shall be incumbent upon each and every allottee to join the Association as a member and for this purpose the Allottee(s) shall from time to time sign and execute the application for membership and other papers and documents necessary for the same.

2.2. The Allottee(s) shall comply with and/or adhere to all the applicable laws and all the rules and guidelines and bye-laws etc. of the Association formulated and/or to be formulated from time to time by the Association.

2.3. The Allottee(s) shall pay the necessary subscription and necessary amounts together with the proportionate costs and expenses for handover and transfer of the common areas to the Association.

2.4. Each Villa in the project shall represent one (1) share irrespective of the numbers of persons owning such Villa and irrespective of the same person or persons owning more than one (1) Villa in the project. Further in the event a Villa is owned by one person then the person whose name first appears in the nomenclature of this Agreement as the Allottees shall only be entitled to become of the member of such Association.

2.5. Upon formation of the Association the Promoter shall handover the common areas together with the relevant documents and maps pertaining thereto within such times and such manner under the applicable laws.

2.6. Upon and from the handing over the common areas to the Association, the Association inter alia shall become liable and responsible for the compliance subsistence and renewal of all licences, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc. to various authorities under the applicable laws.

2.7. The Allottee(s) expressly agree and acknowledge that it is obligatory on the part of the Allottee(s) to regularly and punctually make payment of the proportionate share of the common expenses and maintenance charges and further acknowledge that non payment of such expenses and/or charges is likely to affect a the maintenance and rendition of common services to the Allottee(s).

2.8. In case of failure of the Allottee(s) to pay common expenses and/or maintenance charges, the facility management agency appointed by the Promoter and/or the Association, as the case may be, shall be entitled to take proper steps as per the Rules and Regulations to be made.

2.9. The Allottee(s) shall inter alia (i) co-operate in the management and maintenance of the common areas, facilities and amenities (ii) observe rules and by-laws framed from to time (iii) pay for electricity and other utilities consumed (iv) use the Villa for the residential purpose only and shall not (i) alter, modify in any manner the elevation and exterior colour scheme of the said Villa, (ii) not alter, modify and/or change in any manner of structure and/or civil construction of the said Villa, (iii) shall not sub-divide the said Villa, (iv) shall not create any nuisance and/or disturbance, (v) shall not store or cause to be store any hazardous, offensive, inflammable, combustible, obnoxious and/or dangers articles in the said Villa and/or common areas, (vi) shall not obstruct the Association and/or facility management agency in their acts relating to the common areas and amenities and facilities, (vii) shall not violate any rules and regulations for the use of the common areas and amenities and facilities, (viii) shall not put-up and affix any sign board, name plate or any other similar articles in the common areas save at the places provided therefor, (ix) shall not damage any portion of the common areas and/or common amenities and facilities, (x) shall not mis-use or permit to be mis-used water supply to the said Villa and/or project, (xi) shall not harbor and/or slaughter any animal in the said Villa and/or the project and/or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the said Villa and the said Project, (xii) shall not cover any part or portion of the common areas and shall follow all other rules and regulations and restrictions to be framed from time to time by the facility management agency and/or association.

2.10 The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of other villas of the Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other villas of the Project. 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 villa together with the pro rata share in the Common Areas of the said Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said villa.

2.11 It has been agreed by the parties that the Association of all the allottees of all the villas 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 easements, rights and appurtenances belonging thereto.

2.12 The Allottee(s) agree(s) and covenant(s) not to claim any right of possession over in respect of the said villa till such time the Allottee(s) has/have paid the entirety of the Total Price of the said Villa, The Total Extras and Deposits, and the applicable taxes thereon as mentioned herein above and all other amounts agreed to be paid and deposited under this Agreement and has/have duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/ or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to hand over possession of the said Villa.

3.1 If the Promoter at any time during the project execution finds itself in a situation which prevents it from completing the project within time and/or extended time in such event the promoter shall have the right to return the money with interest at the prime lending rate of SBI plus two percent p.a.

3.2 The Allottee(s) shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in the Payment Schedule.

4.1 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within \_\_\_ (\_\_\_\_) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

4.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the promoter shall act in accordance with the instructions of the bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Villa and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/Financial Institution.

5.1 The Promoter shall not be liable to deliver possession of the Unit to the Allottee(s) nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the Allottee(s) makes payment of all amounts agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee(s) to be observed and performed until then.

6.1 The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Villa and the said Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee of any of the terms herein contained.

7.1 It is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Villa/Project and if the annual maintenance contracts are not done/renewed by the Allottee(s);

(ii) regular wear and tear excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and bad workmanship or structural defect;

(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after taking over possession of the Villa, 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;

(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, 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;

(v) 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;

(vi) If the Allottee(s) after taking actual physical possession of the Villa, executes interior decoration work including any addition and/or alteration in the layout of the internal walls by making any changes in the Villa, 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;

(vii) 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 brick 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.

(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her/their agents in the manner in which same is required to be maintained.

(ix) 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 villa 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.

(x) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

7.2 It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the

defects in material used in the structure and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

7.3 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), 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 Villa, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

8.1 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors and fixtures and dimension provided in the show / model unit exhibited at the site only provides a representative idea and the actual unit/villa agreed to be constructed may not include the fittings and fixtures are provided they may vary as to make, color, shape, shade and appearance for the ones provided in the Model Unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

**SCHEDULE 'I' ABOVE REFERRED TO**  
**(DEFINITIONS)**

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

**ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Promoter herein, inter alia, for preparation of this agreement and conveyance for transfer of the villa in the said Project.

**ARCHITECT** – shall mean (please provide name and address)..... or any other person(s) who has been and/or may be appointed by the Promoter as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

**APPLICATION MONEY** – shall mean the amount as described in clause no.1.11.

**ASSOCIATION** – shall mean an Association of Allottes in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

**BUILT-UP AREA** - shall according to its context mean the plinth area of the house described herein above and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein provided that if any wall or column be common between two houses, then one half of the area under such wall or column shall be included in the area of each such house.

**BOOKING AMOUNT-** shall mean 10% of the value for the Villa which includes the Application Money;

**CARPET AREA** : shall according to its context mean the usable floor area of the house described herein above excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the house.

**CANCELLATION CHARGES-** shall mean collectively (i) the Booking Amount; (ii) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities.

**CLUB** – shall mean a Club to be set up by the Promoter within the adjoining residential project known as Silveroak Estate and developed by the Promoter more fully described herein above written for the common use and enjoyment of all the allottees of the Silver Oak Estate and the Silver Oak Estate Prive on payment of the admission charges and monthly subscription charges and other charges as applicable and to be fixed from time to time.

**COMMON AREAS, COMMON FACILITIES AND AMENITIES** – shall mean and include as mentioned herein above written together with access road to and from the adjoining residential complex known as Silver Oak Estate, to be enjoyed in common with all the allottees of the project.

**COMMON EXPENSES** – shall mean and include as mentioned herein above written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to all the allottees to be contributed, borne, paid and shared by all the allottees.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the project as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective vilas exclusively and the Common Areas, Facilities and Amenities in common.

**COMPETENT AUTHORITY** - shall mean the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.

**COMPLETION CERTIFICATE** - shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**EFFECTIVE DATE** – shall mean the date of execution of this Agreement when the Agreement comes into force.

**OPEN SPACE** – shall mean open space comprising exclusive lawn space, ramp and service ducts at the front and rear and other sides of the house/villa.

**PLANS** – shall mean the plan for construction of the project consisting of several residential villa/bungalow/row houses sanctioned by the Rajarhat Gopalpur Municipality bearing Building Plan no. 589/14/15 dated 17/07/2014 as revised on 28.11.2018 and wherever the context so permits or intends shall include any modifications and/or alterations thereto and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority..

**SAID PROJECT** – shall mean the development of the said Land by construction of new houses consisting of constructed areas with open areas, common areas and all development works to be constructed, erected and completed by the Promoter and to be known as

**SILVER OAK ESTATE PRIVE** presently under construction in terms of this Agreement and the Plans together with all easement rights and appurtenances belonging thereto.

**SAID LAND** – shall mean All That the piece and parcel of land containing an area of 183 Cottahs be the same a little more or less situate lying at and being Mouza Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No. 9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata-700 136, more fully and particularly mentioned and described herein above.

**SAID VILLA** – shall mean All That the **Villa no. ....**comprising a G+2 row house having a total **carpet area of..... sq.ft. (equivalent to a total built up area of ..... sq. ft. )** approximately inclusive of .....numbers of car parking space and open space of .....sq. ft. approximately comprising lawn, ramp and service ducts, at the front and rear side and other sides of the house, to be constructed on a plot of land containing an area of ..... approximately in the said Project to be known as **Silver Oak Estate Prive** presently in course of construction on a part of the said Land and Together With the absolute share in the said plot of land on which the said villa is to be erected Together With the pro rata share in the Common Areas (as defied under clause (m) of section 2 of the Act ) of the said Project and together with the proportionate right to use the Common Facilities and Amenities of the said Project to be constructed, erected and completed in accordance with the Plans and the Specifications.

**SPECIFICATIONS** – shall mean the specifications for the villa as mentioned herein above written subject to the alterations or modifications as may be suggested or approved by the Architect.

**SAID SHARE** – shall mean absolute share of the plot of land on which villa agreed to be purchased hereunder by the Allottee is to be built. .

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED: OWNERS:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

WITNESSES:

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
PROMOTER:**

- (1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

- 3. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 4. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
ALLOTTEES:**

*Please affix  
photographs  
and sign  
across the  
photograph*

- (2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

- 5. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

6. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_