

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) executed on this ___ day of October, 2018, by and **BETWEEN** **“OSWAL TOWERS LLP”**, a Limited Liability Partnership constituted under Limited Liability Partnership Act, 2008 [Act 6 of 2009] and Rules made there under and having certificate of incorporation No. AAC3033 dated 16.05.2014 issued by the Registrar of Companies, Delhi and having **PAN. AADFO9095N** and having its Regd. Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007 and represented by its authorized Designated Partner/authorized signatory **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P - 57, C. I. T. Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 (vide resolution adopted in the Minute of the said Oswal Towers LLP dated 05.01.2016), hereinafter referred to and/or called as the **“PROMOTER/VENDOR”** (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 **FIRST PART AND (1) MR.** _____, having Aadhar No. _____, Son of _____, by faith Hindu, by occupation _____, by Nationality Indian [having PAN _____] **AND (2) MRS.** _____, having Aadhar No. _____, Wife of _____, by faith Hindu, by occupation _____, by Nationality Indian, and both (1) & (2) are residing at _____, P.O. _____, Police Station _____, Pin – _____, [having PAN _____], hereinafter jointly called as "**ALLOTTEE/S/PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART AND (1) M/S. SHIVRASHI EXPORTS PRIVATE LIMITED**, having CIN No. **U51909WB2012PTC185071**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007 (having its **PAN AASCS1630F**) and represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054, (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (2) **M/S. RANDATA COMMERCIAL PRIVATE LIMITED**, having CIN No. **U51909WB2012PTC185067**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007, [having **PAN AAGCR1049D**] and represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054, (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (3) **M/S. RASHIAMRIT VINTRADE PRIVATE LIMITED**, having CIN No. **U51909WB2012PTC185068**, a

Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007, [having its **PAN AAGCR1047P**] and represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (4) **PANCHPARV COMMODEAL PRIVATE LIMITED**, having **CIN No. U51909WB2012PTC185063**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007, [having its **PAN AAGCP8441B**] and represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (5) **M/S. BLUELAND PROMOTERS PRIVATE LIMITED**, having **CIN No. U70102WB2013PTC194168**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001 [having its **PAN AAFCB5097C**] and represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (6) **M/S. NIRMALMAYA PROJECTS PRIVATE LIMITED**, having **CIN No. U70102WB2013PTC194178**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001, (having its **PAN AAECN3595Q**) & represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme

VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; (7) **M/S. MADHUDHAN COMPLEX PRIVATE LIMITED**, having **CIN No. U70102WB2013PTC194176**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001 [having its **PAN AAICM6263G**] & represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;

AND (8) M/S. DHANSHREE HIGHRISE PRIVATE LIMITED, having **CIN No. U70102WB2013PTC194173**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata – 700001 [having **PAN AAECD6718M**] & & represented by its authorized signatory/Director **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**, hereinafter referred to and/or called as the **LAND OWNERS/CONFIRMING PARTIES** (which term or terms, expression or expressions shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the **THIRD PART**

The PROMOTER and ALLOTTEE/S shall hereinafter collectively be referred to as the “PARTIES” and individually as a “PARTY” and the LAND OWNERS collectively be referred to as the CONFIRMING PARTIES

DEFINITIONS:

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

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

WHEREAS:

A. (1) One Dwarka Prasad Jhunjunwala, son of Kunjlal Jhunjunwala, since deceased, by faith Hindu by occupation Merchant & resident of 1B Nando Mullick Lane, Kolkata was the sole and absolute owner and absolutely seized possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 3(Three Bighas 17(Seventeen) Cottahs and Eight Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihatı Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and specifically described in schedule “A” hereunder written and hereinafter referred to as “the said property” by way of purchase from the erstwhile recorded owner namely Akshoy Kumar Pal son of Late Amulya Charan Pal by a deed of conveyance dated January 7th 1948 duly executed by the said Akshoy Kumar Pal, therein referred to as the Vendor of the One Part in favour of the said Dwarka Prasad Jhunjunwala, therein referred to as the Purchaser of the Other Part and registered on 07.01.1948 at the office of the Sub-Registrar at Barrackpore, and recorded in Book no. 1, Volume no. 4, Pages 270 to 277, Being no. 50 for the Year 1948 against valuable considerations mentioned therein the said deed of conveyance;

(2) While the said Dwarka Prasad Jhunjunwala was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said property [i.e. All that piece or parcel of Rayati

stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and specifically described in schedule "A" hereunder written with specific boundaries] for diverse bonafide causes the said Dwarka Prasad Jhunjunwala subsequently sold transferred assigned and parted with possession of the same I.e. All that piece and parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures go - downs and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality to MANGILAL ESTATE PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at P – 16, Kalakar Street, Kolkata and thereafter P-564, Lake Road, Kolkata], by a Registered deed of conveyance dated 6th January 1954 executed by the said Dwarka Prasad Jhunjunwala (therein mentioned as Vendor) in favour of the said MANGILAL ESTATE PRIVATE LIMITED (therein mentioned as Purchaser) and Registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No.14, Page No.94 to 98 being no.44 in the year 1954 against valuable consideration mentioned therein the said deed.

(3) While the said MANGILAL ESTATE PRIVATE LIMITED was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and later 110F, B.T.Road and presently 126F, B.T.Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of North 24 Parganas after erecting boundary walls on all sides and on construction of Tin sheds structures etc thereon, it inducted therein one tenant namely M.G.R.IRON &

STEEL WORKS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 4/1, Kundan Lane, Liluah, Howrah, on monthly rent;

(4) Later after surrender of tenancy and delivery of vacant possession of the entire property described in schedule "A" hereunder written including all Tin Sheds constructions therein by the said tenant namely M.G.R.IRON & STEEL WORKS PRIVATE LIMITED to the Landlord/Owner, the said MANGILAL ESTATE PRIVATE LIMITED, for diverse bonafide causes, sold transferred assigned and parted with possession the said entire piece and parcel of Rayati stithiban land situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality together with tin shed structures lying therein covered by boundary walls to S.R.TRADERS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 6, Alipore Park Road, Kolkata], by Eight numbers of Registered deeds of conveyance all dated 30th August 2001 all executed by the said MANGILAL ESTATE PRIVATE LIMITED represented through its authorized Director namely Mr. N.L.Rungta (therein mentioned as Vendor of the First Part) in confirmation of the said M.G.R.IRON & STEEL WORKS PRIVATE LIMITED, through its authorized Director namely Mr. S.K.Rungta (therein mentioned as Confirming Party of the Second Part) in favour of the said S.R.TRADERS PRIVATE LIMITED (therein mentioned as Purchaser) and all Registered in the office of the Addl. District Sub-Registrar at Barrackpore and recorded respectively in (1) Book No. I, Volume No.223, Page No. 179 to 194, being no. 8593 for the year 2001, (2) Book No. I, Volume No. 223, Page No. 195 to 208 being no. 8594 for the year 2001, (3) Book No. I, Volume No. 223, Page No. 209 to 222 being no. 8595 for the year 2001, (4) Book No. I, Volume No. 223, Page No. 223 to 236, being no. 8596 for the year 2001, (5) Book No. I, Volume No. 223, Page No. 237 to 252, being no. 8597 for the year 2001, (6) Book No. I, Volume No. 223, Page No. 253 to 266, being no. 8598 for the year 2001, (7) Book No. I, Volume No. 223, Page No. 267 to 280 being no. 8599 for the year 2001, (8) Book No. I, Volume No. 223, Page No. 281 to 294 being no. 8600 for the year 2001, against valuable consideration mentioned therein the said deeds.

(5) While the said property was absolutely free from all encumbrances, charges, liens, lispendens, litigations, acquisition, requisition, claims, demands whatsoever and while the said S.R.TRADERS PRIVATE LIMITED, [represented by its authorized Director **SRI AMIT GOENKA**, son of Sri Shiv Ratan Goenka, by faith – Hindu, by Occupation – Business, by Nationality – Indian and presently residing at 6, Alipore Park Road, Police Station Alipore, Kolkata-700027], sold transferred assigned and parted with possession the entirety of the said piece and parcel of freehold land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to

1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality, together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule 'A' hereunder written with all rights, title and interest along with the right of ways, passages, drains, water course, sewers, underlying, electrical cables, water pipe line, right of right, liberties, privileges belonging to or in otherwise appurtenant to or usually held or enjoyed or reputed thereto with all rights to hold the plot of land and the structure or structures sheds etc. erected thereon, including tress, etc. standing thereon forever, and while the said property was absolutely free from all encumbrances, charges, liens, lispensens, litigations, acquisition, requisition, claims, demands whatsoever, by virtue of eight Deed of conveyance all dated 30th June 2013 and all executed by **S.R.TRADERS PRIVATE LIMITED**, the erstwhile recorded owner, through its authorized Director namely **SRI AMIT GOENKA** in the joint favour of **DHANSHREE HIGHRISE PRIVATE LIMITED**, **RANDATA COMMERCIAL PRIVATE LIMITED**, **RASHIAMRIT VINTRADE PRIVATE LIMITED**, **PANCHPARV COMMODEAL PRIVATE LIMITED**, **SHIVRASHI EXPORTS PRIVATE LIMITED**, **BLUELAND PROMOTERS PRIVATE LIMITED** and **NIRMALMAYA PROJECTS PRIVATE LIMITED**, **i.e. the Land Owners/Confirming Parties of the Third Part herein** and all Registered on 4th July 2013 in the office of the Additional Registrar of Assurances – II, Kolkata and respectively recorded in (1) [Book No. I C.D. Volume No. 29, Pages 4508 to 4533, Being No. 09729 for the Year 2013], (2) [Book No. I C.D. Volume No. 29, Pages 4534 to 4558, Being No. 9730 for the Year 2013], (3) [Book No. I C.D. Volume No. 29, Pages 4559 to 4584, Being No. 9731 for the Year 2013], (4) [Book No. I C.D. Volume No. 29, Pages 4585 to 4609, Being No. 9732 for the Year 2013], (5) [Book No. I C.D. Volume No. 29 Pages 4610 to 4634, Being No. 9733 for the Year 2013], (6) [Book No. I C.D. Volume No. 29, Pages 4635 to 4659 Being No. 9734 for the Year 2013], (7) [Book No. I C.D. Volume No. 30, Pages 255 to 280, Being No. 9743 for the Year 2013], (8) [Book No. I C.D. Volume No. 30, Pages 292 to 316, Being No. 9744 for the Year 2013], against valuable considerations mentioned therein the said respective deeds of conveyance;

(6) The said **DHANSHREE HIGHRISE PRIVATE LIMITED**, **RANDATA COMMERCIAL PRIVATE LIMITED**, **RASHIAMRIT VINTRADE PRIVATE LIMITED**, **PANCHPARV COMMODEAL PRIVATE LIMITED**, **SHIVRASHI EXPORTS PRIVATE LIMITED**, **BLUELAND PROMOTERS PRIVATE LIMITED** and **NIRMALMAYA PROJECTS PRIVATE LIMITED**, hereinafter for the sake of brevity referred to as “the said Land Owners” have mutated their joint names in the office

of the B.L.L.R.O as well as in Panihati Municipality, within whose jurisdiction the said property situates and the said Companies for their mutual and maximum advantage and best convenience already entered into an agreement on 6th July 2013, amalgamating their purchased properties specified in Part I to Part VIII of schedule "A" hereunder written, and more particularly their 1/8th undivided share each therein, in amalgamation to each other for all practical purposes and forever in order to utilize the same in common and without asking for partition or division of the same and in consequence the entire land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule 'A' hereunder written purchased by the said Land Owners have been amalgamated and new amalgamated holding being Holding no. 126F, B. T. Road Kolkata, has come into being and duly recorded in the said Panihati Municipality.

(7) The said Land Owners namely **DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED**, being joint owners of their said amalgamated holding and for their better interest and convenience, subsequently on the basis of their unanimous resolution adopted on 03.06.2013, 04.06.2013 and 05.06.2013, formed a Limited Liability Partnership by and amongst themselves under the nomenclature "**OSWAL TOWERS LLP**", hereinafter for the sake of brevity referred to as "the said LLP", under the Limited Liability Partnership Act, 2008 and rules there under by treating their respective purchased share in the said property [i.e land admeasuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less comprised in CS/RS Dag nos. 1192,1193,1191/1308 & 1191/1314 appertaining to CS Khatian no.65, RS Khatian No. 702 [Later modified as Khatian no. 404 and presently further modified as new Khatian no. 1197] all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office,

Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] **TOGETHER WITH** the then Existing dwelling structures and appurtenances thereunto belonging situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and subsequently 126F, B.T.Road, Kolkata within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property and hereinafter referred to as "the said Property" as part of their share capital within the said LLP as per terms and conditions of the said LLP in or about 21.04.2014 and the same has been duly notarized before Madhumita Kundu, Notary, Kolkata, Govt of India [Regd no. 596/95] **and subsequently registered before ARA – II, Kolkata and recorded in Book No. IV, Volume No. 1506-2017, Pages from 624 to 658, Being No. 150600043 for the Year 2017** and accordingly on compliance of all formalities and fulfillment of statutory obligations obtained its certificate of incorporation being No.AAC3033 from the appropriate authority i.e. Registrar of Companies, West Bengal according to law and therefore the said Purchased share of the said respective companies namely **DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED**, the Confirming Parties/Land Owners herein of the Third Part, in respect of land & existing structures therein specified in schedule "A" hereunder written, has been fully vested in the said LLP by virtue of their treating the respective purchased share in the said property specified in schedule "A" hereunder written as part of their share capital within the said LLP as per terms and conditions of the said LLP and accordingly with effect from the said date of incorporation, the said Land Owners through the said LLP namely **OSWAL TOWERS LLP**, the Promoter/Vendor herein, have become the sole and absolute Owner of the said Property specified in schedule "A" hereunder written and is competent to develop the same by developing desired housing complex thereupon, which property of the Promoter/Vendor is absolutely free from all encumbrances, charges, liens, claims, attachments, acquisition, requisition and the Promoter/Vendor herein of the First Part have every right to sell, transfer, Develop and enjoy the said property described in schedule "A" hereunder written and the Promoter/Vendor herein accordingly has been carrying on business of construction with right to sale areas to be constructed (including other sellable areas and proportionate undivided impartible share of land specified in Schedule "A" hereunder written) after developing desired housing complex upon the said

amalgamated joint holding being Holding no. 126F, B. T. Road, Kolkata measuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less.

B. The Said Land specified in in schedule "A" hereunder written is earmarked for the purpose of construction of Two residential multistoried apartments/buildings nomenclated respectively as "**GRANDEUR TOWER**" & "**MYRIAD TOWER**" in the **Development project** to be known and/or familiar with the name as "**ORCHARD 126**";

C. The Promoter/Vendor herein 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 under construction and in as much as in terms of the said Limited Liability Partnership, the designated Partners named in the said LLP, who are also the respective authorized Directors of the said Land Owners namely namely **DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED** and **NIRMALMAYA PROJECTS PRIVATE LIMITED**, the Confirming Parties/Land Owners herein of the Third Part, authorized Sri Sourav Bafna, one of the designated Partner, to sign, execute, and/or to enter into any agreement to sale with the prospective buyer, and to sign execute and Register requisite deeds of conveyance to the prospective buyer/s and to admit execution of such sale or conveyance or agreement to sale before any Registrar, Sub-Registrar, District Registrar, additional Sub Registrar, Additional District Sub Registrar, Registrar of Assurances, Kolkata or any additional Registrar of Assurances, Kolkata, or before any competent Registration authorities having Jurisdiction, to fix the consideration of sale and its terms and conditions, to accept Booking money, earnest money, Part consideration, full consideration and to acknowledge and grant receipt for and on behalf of the said LLP and to represent the said **OSWAL TOWERS LLP** as its authorized Designated Partner and/or to enter into any further agreement with men, sales agent, marketing agent, broker, and other agents, professional, employee, architect, Engineer, mason , labour etc. for the purpose of fulfillment of the ultimate object of the said LLP including for the purpose of construction, sanction of Plan and for providing all service connections such as electricity, water connections, drainage, sewerage system, fittings, fixtures to the proposed Housing complex and for taking all other steps which may arise time to time accordingly as the said authorized designated Partner feel justified.

Thus in pursuance of the terms and conditions of the said LLP and resolution of the designated Partners adopted in the general meeting of the said LLP amongst the designated Partners, **OSWAL TOWERS LLP**, the Promoter/Vendor herein of the First Part through its said authorized designated Partner, having competent to construct the proposed Buildings namely **“GRANDEUR TOWER” & “MYRIAD TOWER”** of the project, to be known and/or familiar as **“ORCHARD 126”**, has now been progressing work of construction accordingly on the basis of Building Plans already sanctioned by the appropriate authority subject to further modification from appropriate authority and the Promoter/Vendor herein is thus entitled to dispose of proposed flats with Car parking spaces etc. under construction in the proposed Buildings including one self-contained Flat being **Flat no** ___ on the ___ **Floor** having super built up area of _____ sq. ft together with **One car parking space, in the, commonly numbered as** _____ in the at one of such proposed buildings to be known and familiar with the name as **GRANDEUR TOWER** and specified in respective Part I and Part II of schedule ‘B’ hereunder written and hereinafter referred for brevity as “the said Flat and Said Car Parking” by way of absolute Transfer and/or sale and/or Assignment to the intending buyer at the sole discretion and choice of the Promoter/Vendor of the One Part herein and also to enter into agreement with the prospective buyer and to accept consideration money, earnest money or its part for disposal of the same together with proportionate impartible unpartitioned share of land specified in Schedule “A” hereunder written and to sign and register relevant transfer deed, documents, agreement for perfectly conveying and/or transferring and or assigning the same to its choiceable prospective buyer;

D. It is pertinent to mention that **Chairman** of Panihati Municipality has granted the commencement certificate to develop the Project vide approval dated **18.05.2016** bearing registration/Plan no. **125**;

E. The Promoter herein has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, **from Chairman, Panihati Municipality**. The Promoter agree/s and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;

- G. The Allottee/s had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in **GRANDEUR TOWER/ MYRIAD TOWER** along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ of the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked with the letter "B");
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree/s to sell and the Allottee/s hereby agree/s to purchase the Apartment **and one garage/covered parking** as specified in para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agree/s to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase, the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only hereinafter for brevity referred to as "**Total Price**" inclusive of all cost as detailed hereunder written:

| | | |
|---|--|--------------|
| Block/Building/Tower no. GRANDEUR TOWER/ MYRIAD TOWER Apartment no. _____ Type _____ Floor _____ | Rate of Apartment per square feet of Carpet Area = Rs. _____ /- per Sq. ft. as per unit charge details appearing hereunder written: | |
| CARPET AREA OF THE APARTMENT: | _____ SQ.FT | |
| UNIT CHARGES DETAILS: | | |
| PARTICULARS | RATES PER SQ.FT.OF | TOTAL |
| BASIC PRICE | @ _____/- | Rs. _____/- |
| ESCALLATION | @ _____/- | Rs. _____/- |
| EDC | @ _____/- | Rs. _____/- |
| COST OF EXCLUSIVE BALCONY | @ _____/- | Rs. _____/- |
| COST OF EXCLUSIVE BALCONY | @ _____/- | Rs. _____/- |
| COST OF EXCLUSIVE OPEN TERRACE AREAS | @ _____/- | Rs. _____/- |
| PROPORTIONATE COST OF COMMON AREAS, | @ _____/- | Rs. _____/- |
| PREFERENTIAL LOCATION CHARGES | @ _____/- | Rs. _____/- |
| TOTAL | = | |

TAXATION:

| | | |
|--|---------------------------------------|------------------|
| PARTICULARS | On Cost of total Consideration | TOTAL |
| GST/VAT/S.T/CESS (As Applicable) / or other Taxes and imposition payable | @ _____ % on cost of consideration | Rs. _____ |
| TOTAL | | Rs. _____ |

MAINTENANCE & MUNICIPAL TAXES & IMPOSITION

| | | |
|---------------------|---|------------------|
| PARTICULARS | Details of Payment | TOTAL |
| Monthly Maintenance | @ _____/- per Sq. ft. of carpet area of the Flat subject to variation time to time as would be determined in the project commonly | Rs. _____ |
| Municipal Taxes | Tentatively @ Rs. _____/- per Sq. ft. subject to variation time to time as would be levied by the Concerned Municipality chargeable till before Mutation & separation of Assessment for the subject Flat | Rs. _____ |
| Advance Maintenance | @ _____/- per Sq. ft. of carpet area of the Flat. | Rs. _____ |
| TOTAL | | Rs. _____ |

GARAGE/COVERED CAR PARKING DETAILS:

| | | |
|------------------------------|----------------------|-----------------|
| PARTICULARS | RATES PER CP. | TOTAL |
| Car Parking Space | @ Rs. _____/-/Nil | Rs. _____/-/Nil |
| Car Parking Space | @ Rs. _____/-/Nil | Rs. _____/-/Nil |
| TOTAL PRICE IN RUPEES | = | |

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the [Apartment];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee/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 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;

(iii) The Promoter shall periodically intimate in writing 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 Apartment includes recovery of price of land, construction of Apartment together with proportionate cost for Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee/s hereby agree/s to pay, due to increase because 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 agree/s 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/rule/regulation 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(s)** shall make the payment as per the payment plan set out in **Schedule C** (hereinafter for convenience "**Payment Plan**").

1.5 **The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ ____% per annum for the period by which the respective instalment 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 additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, 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 area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by

furnishing details of the changes, if any, in the carpet area. The total **price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules, 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 PERCENT OF THE CARPET AREA OF THE APARTMENT, ALLOTTED TO ALLOTTEE/S, THE PROMOTER MAY DEMAND that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agree/s and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (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, maintenance staff etc., without causing any inconvenience or hindrance to them. **It is clarified that the promoter shall hand over the common areas to the association of Allottee/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 Apartment includes recovery of price of land, construction of not only the Apartment but also the cost for Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee/s has the right to visit the project site to assess the extent of development of the project and his/her/their Apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee/s agree/s that the Apartment along with _____ **garage/covered parking** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not 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 agree/s to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).** If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agree/s to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee/s has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application. The receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agree/s to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee/s delays in payment towards any amount which is payable, **he/she/it/they** shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by 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 [**Schedule C**] through A/c. Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “**OSWAL TOWERS LLP**” payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the **Allottee/s** against the Apartment, if any, in **his/her/its/their**

name/s and the Allottee/s undertake/s not to object/ demand/direct the Promoter to adjust **his/her/its/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 Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee/s has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [**annexed along with this Agreement**] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by **The West Bengal Municipal Act, 1993 [West Ben. Act XXII of 1993]** and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agree/s and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place **on 30th April 2020**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular

development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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 agree/s that he/ she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.**

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken **within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the promoter within 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 fulfilment 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 Allottee/s, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment, 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 Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession

within the time provided in para 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottee/s** - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee/s 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 Allottee/s 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/its/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 45 days of such cancellation.**

7.6 **Compensation** – The Promoter shall compensate the Allottee/s in case of any loss caused to **him/her/it/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 interest and **compensation under this provision shall not be barred by limitation** provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act **within forty-five days of it becoming**

due. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate **prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment**, which shall be paid by the promoter to the Allottee/s within forty-five 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 Promoter has absolute, clear and marketable title with respect to the said Land; 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 Apartment;**
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/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 Apartment 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 Apartment 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 Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be;**

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas **(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the association of Allottee/s or the competent authority, as the case may be;**

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision

of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is/are **exclusively/ jointly** entitled to the following:

(i) **Stop making further payments to 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he/she/it/they 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 Apartment, which shall be paid by the promoter to the Allottee/s within forty-five 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 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 prescribed in the Rules;

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond **two consecutive months** after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment 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 prior to such termination.**

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 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 the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. **However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee/s.**

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of Allottee/s upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such **development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of handing**

over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee/s 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 Allottee/s and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Building namely **GRANDEUR TOWER/ MYRIAD TOWER** within "**ORCHARD 126**", 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, firefighting 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 use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at **his/her/its/their** own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and

proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) 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/it** shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 with amendments and rules applicable thereto and that the Promoter shall comply various laws/regulations as applicable in the relevant rules and regulations of the Act.

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 signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub – Registrar (i.e. A.D.S.R. Panihati) or the Registrar of Assurances, Kolkata, as the case may be, as and when intimated by the Promoter. If the Allottee/s(s) fails 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 Apartment/building, as the case may be.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan as specified in **Schedule C** hereunder written including waiving 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/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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

25. SEVERABILITY:

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

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

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

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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Kolkata and 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 Panihati (i.e. A.D.S.R. Panihati) or Additional Registrar of Assurances – IV, Kolkata . Hence this Agreement shall be deemed to have been executed at **159, Rabindra Sarani, Room No. 2C, "ONKAR MANSION", P.O. & Police Station Burrabazar, Kolkata – 700007.**

29. NOTICES:

That all 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:

Name of the Allottee/s: _____

Address of the Allottee/s: _____

Name of the Promoter : **OSWAL TOWERS LLP**

Address of the Promoter: **159, Rabindra Sarani, Room No. 2C, ONKAR MANSION, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007;**

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

30. JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them, 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/s, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. OTHER TERMS AND CONDITIONS:

(i) It is agreed by the **Allottee/s** herein of the Second Part & **the Promoter herein of the First Part** that if the **Allottee/s intend/s** to furnish **his/her/their** proposed Flat under sale described in Part I of schedule 'B' hereunder written insidely at their desire other than specified in schedule 'D' hereunder written, the **Allottee/s** shall be at liberty to do the same but after getting delivery of the said flat under agreement to sale from the Promoter/Vendor and provided the **Allottee/s** shall not be permitted to do any structural addition, alteration or change in the super structure, common and supporting walls beams and provided the same shall not cause any damage to the super structure and provided such change shall not cause any additional or extra load on the building and provided the same may not be detrimental to the safety and stability of the Building and provided the same is permitted as per rules and regulations applicable in the project.

(ii) The **Promoter** and the **Allottee/s has/have** entered into this Agreement purely on Principal to Principal basis and nothing stated herein shall be deemed or constitute a Partnership between the Promoter and the **Allottee/s** herein or construed as a Joint Venture between the **Allottee/s** and the **Promoter** nor **the Promoter** and the **Allottee/s** herein constitute an Association of persons. Each part shall keep the other duly indemnified from and against the same.

(iii) The name of the said residential building in which the **Allottee/s'** said flat is located shall be "**GRANDEUR TOWER**" or such other name as shall be chosen by **the Promoter** herein and the proposed flat and the car Parking space specified in respective Part I and Part II of Schedule "B" hereunder written shall be exclusively used respectively for residential and car parking purpose only.

(iv) The **Promoter** shall be entitled to all future vertical and horizontal exploitation of the said building and land by way of additional construction on the said **GRANDEUR TOWER** along with other Buildings constructed in the said property specified in schedule "A" hereunder written subject to sanction of Plan from appropriate authorities on the terms and conditions as specified in this Agreement and provisions hereof shall apply to such future exploitations by way of additional constructions without affecting the portion of the **Allottee/s**.

(v) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Flat and Said Car Parking, and more fully and

clearly specified in respective Part I and Part II of Schedule "B" hereunder written or the said building or its annexed buildings or land or any part thereof.

(vi) Once possession of the Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written are handed over by the **Promoter** to the **Allottee/s**, the **Allottee/s** shall not be entitled to make any objection as regards the quality or workmanship or the materials used for construction or any other matter in connection thereto nor with the said flat and car parking space and even cannot make any claim in this behalf. It is hereby expressly agreed that the decision of the architect for the time being in charge of the said buildings [to be constructed in the said property specified in schedule "A" hereunder written including the proposed **GRANDEUR TOWER**] as regards quality and specifications of the building materials used including their workmanship, which shall be final, conclusive and binding on the **Allottee/s and the Allottee/s** shall not be entitled to dispute or challenge the same on any ground whatsoever.

(vii) It is agreed by the **Promoter** that it shall obtain necessary completion certificate/occupancy Certificate of the proposed buildings to be erected on the 'A' Schedule property from the Appropriate authority at its cost & expenses after completion of proposed buildings including the proposed **GRANDEUR TOWER** in the said Premises and the allottee/s shall be supplied copy of the same once on or before delivery of possession of the said Flat and car parking of his/her/its/their allocation;

(viii) It is agreed by the **Allottee/s** herein that subject to payment of full consideration money, in the manner and as specified in Para (1) herein above to the **Promoter** herein, the **Promoter** shall execute & Register appropriate Deed of Conveyance as already stated in favour of the **Allottee/s or his/her/their nominee/assignee** as the case may be subject to other clauses specified hereinabove and provided the **Allottee/s** covenant with the Promoter as hereunder written:

(a) Until the Flat and Said Car Parking after sale in favour of **Allottee/s** herein & described in respective Part I and Part II of Schedule "B" hereunder written, are assessed by the Panihati Municipality, the **Allottee/s** shall regularly and punctually pay to the Promoter till before formation of Residents' association [and after formation of Resident's association to such association], their

proportionate share of Municipal and other Government Taxes (both owners' and occupiers' share) and revenue and other outgoings and shall indemnify and keep indemnified the Promoter or the Residents' Association, after its formation, against non-payment thereof and likewise the Promoter or the Residents' Association, after its formation shall keep the **Allottee/s** indemnified against any liability of payment of Municipal and Government Taxes and outgoings (if such taxes are paid by Allottee/s to the Promoter or the Residents' Association, after its formation, in time as aforesaid).

(b) However the Promoter agreed to co-operate with the **Allottee/s** to mutate **his/her/their name/s** at Panihati Municipality and to obtain Individual Electric meter in the name of the **Allottee/s** subject to payment of respective requisite cost at actual.

(c) The **Allottee/s** from time to time and at all times agreed to pay to the Promoter till before formation of Residents' association and after formation of Resident's association to such association, **Allottee/s'** proportionate share towards the costs, expenses and outgoings in respect of matters specified in Schedule 'D' hereunder written. The aforesaid proportionate share mentioned in Clauses (a) and (b) above means and has at all material times meant such proportionate share to which the area of the said Flat mentioned in Part I of Schedule 'B' bears out of the total area of the proposed building as already specified herein above provided after formation of Apartment Owner's association, who will be in-charge of the Building, subject to this agreement, shall formulate its own rules and regulations as would be permitted under the rules of the relevant laws to be applicable for maintenance and upkeep of the Building, payment of Municipal Taxes, Govt. Revenue and other impositions and ratio and process of collection and other relevant clauses for realization of proportionate chargeable amount including default and consequences.

(d) The **Allottee/s** shall have no right title or interest in respect of any other portion save and except the covered area of the said Flat and the car Parking space described in respective Part I and Part II of Schedule "B" hereunder written under this sale agreement with facilities for user and enjoyment of all common areas and common facilities as would be available in the project and specified in Schedule 'E' hereunder written.

(e) The **Allottee/s** shall maintain, at **his/her/their** own costs the said Flat and the car Parking space under this agreement to sale described in respective Part I and Part II of schedule 'B' hereunder written in good condition.

(f) The **Allottee/s** shall keep the walls of the said flat under this agreement to Sale described in Part I of Schedule 'B' hereunder written and partition walls, common wall, sewers drains pipes and other fittings and fixtures appurtenances that to belonging in good tenable repaired condition and in particularly so as to support, shelter and protect the parapets and other portion of the said **GRANDEUR TOWER** besides the said Flat and the car Parking space under this Agreement to sale.

(g) The **Allottee/s** shall permit the Promoter herein and also to the members/officials, men and agents of the said Apartment Owners Association (after its formation), including their Surveyors or agents with or without workmen and others at all reasonable time upon prior notice in writing to enter into and upon the said Flat and the car Parking space under this agreement to sale described in respective Part I and Part II of schedule 'B' hereunder written or its any part thereof to view and examine the state and conditions thereof or for the purpose of making repairing, maintaining the said building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters wire structures or other conveniences belonging to or serving or used for the buildings in the said premises and also for the purpose of laying down maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and the **Allottee/s** shall make good within three months of the receipt of notice all such defects, decays and wants of repair of which notice in writing shall be given by the Promoter herein or its nominees or assignees or the said Apartment Owners Association, after its formation, to the **Allottee/s**.

(h) The **Allottee/s** shall not use said Flat and the car Parking space under this Agreement to sale described in respective Part I and Part II of Schedule 'B' hereunder written for any purpose other than respective residential and car Parking Purpose provided further that the **Allottee/s** shall neither carry on nor shall be permitted to carry on any business or legal or illegal from the said flat under this Agreement to sale at any time, under any circumstances whatsoever and the Allottee/s shall not also store or allow to be stored any highly inflammable and combustible contraband articles

in the said flat under this Agreement to sale and the **Allottee/s himself/itself/herself/themselves** (or through **his/its/her/their** men) shall not be permitted to create any nuisance and annoyance therein the said flat or in car parking space which may cause disturbances to other occupants. It is also agreed that the common sewerage shall be maintained at all material times by the Promoter and its authorized and assigned occupants or by the Apartment Owners Association, after its formation.

(i) The **Allottee/s** shall neither any time demolish or cause to be demolished, damage or cause to be damaged the said flat under this Agreement to sale or any part thereof nor shall make any structural addition or alternation or otherwise which will weaken the main structure of the said **GRANDEUR TOWER** as already specified herein above.

(j) The **Allottee/s** shall not decorate the exterior of **his/her/their** said flat under this agreement to Sale otherwise than in the manner agreed in writing by Promoter or in the manner as near as may be in which the same was previously decorate or by the Apartment Owners Association, after its formation.

(k) In case the Promoter and/or Apartment Owners Association (when would be formed such Association) insure the entire premises against the loss and damage by fire and earthquake, the proportionate share of the amount premium payable in respect of such insurance and other expenses shall be payable by the **Allottee/s** herein proportionately and the Promoter or the said Association as the case may be shall be entitled to recover such proportionate premium and other expenses from **the Allottee/s**.

(l) The Allottee/s shall have to pay proportionate share of the common expenses to be incurred by the Promoter, till formation of Apartment Owners Association, or by the proposed Association, after its formation, for management and maintenance of the said Buildings. The liability for payment of common expenses/ maintenance for enjoyment of such common enjoyment of facilities and common areas mentioned in Schedule 'E' herein below shall accrue from the schedule date to be notified for delivery of possession after Promoter's obtaining Completion Certificate/Occupancy Certificate of the subject building of the project "**ORCHARD 126**".

(m) The **Allottee/s** shall keep at all times deposited with the Promoter and later with proposed Association (after the association is formed) a sum of **Rs. _____/-(Rupees Twenty Eight Thousand Four Hundred & Twenty only) @ Rs. ___/- per sq. ft.** of the area of **his/her/their** flat, fixed for the time being by the Promoter or by the proposed Association as the case may be, towards security for the liability of the **Allottee/s** to pay the amount of deposit may from time to time be varied by the Promoter or Association as the case may be.

(n) The **Allottee/s** shall pay every month in advance such amount as be deemed reasonable by the Promoter or later by proposed association as and when would be formed within the 7th day of the month for which the same be due towards the **Allottee/s'** said liability for the common expenses and subject to such periodic accounting in the manner deemed fit and proper by the Promoter or proposed association as the case may be.

(o) The amount becoming due and payable hereunder and the liability for the same shall be and remain always first charge on the said flat under this Agreement to sale.

(p) Not to put and/or display any name writing drawings, signboard, placard of any kind over or on any windows in the interior of the said flat so as to be visible from outside the said flat quarter nor on the outer walls of the said flat or on any part of the proposed buildings to be constructed in the said premises without the consent of the Promoter or Apartment Owners Association (when would be formed) as the case may be.

(q) The **Allottee/s** shall be bound to sign all papers and documents and do all other acts, deeds, things as the Promoter may lawfully require them to do from time to time in this behalf for safeguarding the property and the interest of other Co-Allottee/s.

(r) Any delay or indulgence forbearance on the part of the Promoter in enforcing the terms of this Agreement or giving of time to the **Allottee/s** by the Promoter, shall not be construed as a waiver on the part of the Promoter if any breach or non-compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Promoter in enforcing any of its rights or claim arising out of any such breach.

(s) It is pertinent to mention that apart from overhead water reservoirs to be set up on the roof, there will be installation of machinery room of the lift with other necessary fittings fixtures etc.

(t) The **Allottee/s** shall at no time demand partition of **his/her/their** said flat nor be permitted to transfer or assign any part of the said flat or car Parking space in piecemeal.

(u) **Allottee/s** and the Promoter mutually acknowledge upon signing of this Agreement that no agreements, condition, stipulations, representations, guarantees or warranties have been made by the Promoter and/or its Agents, servants or employees other than what is specifically set forth herein.

(v) Upon the formation and registration of the said Society/Association, the respective obligations and covenants of the Promoter and the Allottee/s and all other persons and parties owning other flat/space and room in the said building herein contained shall cease and shall vest in the said Association/Society.

(w) It is agreed that after completion of registration and delivery of possession of the subject Flat and Car Parking specified in respective Part I and Part II of Schedule "B" hereunder written, the Allottee/s shall have to take full responsibility and shall ensure so that he/she/it/they or any person through or under him/her/it/them (in whatever capacity) hold the subject Flat & Car Parking, shall always abide by all the terms & condition as would be laid by the Promoter (till before formation of the Society/Association) and thereafter by Apartment Owners Association/society (after its formation) as the case may be;

(x) It is hereby agreed by the Allottee/s that installation of Air Conditioners, DTH/ Cable or any other equipment's, the same has to be installed within the specified place as provided by the Promoter/Vendor. Moreover in case of installation of Grills, Collapsible gate, the same has to be installed as per the specified design and format to be provided later. Further it is agreed by the Allottee/s herein that under no circumstances window AC could be installed in any part of the subject Flat under this agreement to sale and only split AC, should be permitted but at the specific AC Ledge to be provided by the Promoter/Vendor and all connected machineries relating to Split AC must also be installed and/or be kept outside in the specific space to be provided for such purpose; It is also agreed by and between the parties herein that in the event for reason or otherwise, while

installation of Split AC, internal pipeline and its covering require false ceiling to cover up such arrangement, the Allottee/s shall have to make their own arrangement and at their own costs. It is also agreed by the Allottee/s that while installation of DTH/ Cable (including its infrastructure) for the subject flat of the Purchaser, the same should be permitted only by approved specific DTH/Cable connector or as would be provided in the complex.

(y) The Allottee/s also agreed with the Promoter/Vendor herein that in the event for reason or otherwise, while installation of Fire protection in the subject Flat (under this agreement to sale) like sprinklers detection etc., requisite channel/lines, if found in exposed condition, the Allottee/s shall have to make their own arrangement towards covering such exposed channel/lines by false ceiling and obviously at their own costs.

SCHEDULE OF LAND ABOVE REFERRED TO:

ALL THAT piece and parcel of revenue redeemed homestead land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less comprising in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197(in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] together with old existing Structure, messuage, tenement hereditament and premises since been mutated as a separate Holding No 126F, B.T.Road, Calcutta within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property, which is butted and bounded by: -

| | |
|--------------|--------------------------------------|
| ON THE NORTH | : Pre. No. 613, B.T.Road; |
| ON THE SOUTH | : North Station Road, Agarpara |
| ON THE EAST | : 136, North Station Road, Agarpara; |
| ON THE WEST | : B.T.Road; |

SCHEDULE – “A” ABOVE REFERRED TO:**PART - I****(Description of the Flat)**

ALL THAT piece and parcel of one self-contained flat being Flat No. _____ in **GRANDEUR TOWER** on the ___ Floor consisting of _____ numbers of bed rooms, One drawing cum dining, One Kitchen, _____ Balcony, One Attached Toilet, One Common Toilet, including proportionate share of stair case, and landing having total super built up area of _____ sq. ft (_____) be the same a little more or less and as specifically shown in the annex floor Plan with bordered red together with undivided proportionate impartible share and interest in the land [i.e. by estimation 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less comprising in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197(in the name of present Promoter)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] and since been mutated as a separate Holding No 126F, B.T.Road, Calcutta within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property, which is butted and bounded by: - ON THE NORTH :Pre. No. 613, B.T.Road; ON THE SOUTH :North Station Road, Agarpara, ON THE EAST:136, North Station Road, Agarpara and ON THE WEST:B.T.Road]; together with the right to use the common parts and portions mentioned with schedule 'C' herein below and together with all easement rights, benefits and facilities for beneficial enjoyment of the said flat].

PART - II

ALL THAT One **Car Parking Space** in the Ground Floor measuring 135 sq ft approx & being Garage/Covered Car Parking No. _____ for parking of one Car only;

**SCHEDULE – “B” ABOVE REFERRED TO:
FLOOR PLAN OF THE APARTMENT**

PLAN TO SET UP HERE

SCHEDULE – “C” ABOVE REFERRED TO:

| Sl. No | Payment Event | Flat | Parking | EDC |
|--------|---|------|---------|-----|
| 1 | Booking Amount | 2 L | | |
| 2 | Execution of Sale Agreement (within 30 days of Booking) | 10% | 10% | 20% |
| 3 | On completion of Piling | 10% | 10% | |
| 4 | On completion of Ground Floor Slab Casting | 10% | 10% | |
| 5 | On completion of 2nd floor Roof Casting | 10% | 10% | |
| 6 | On completion of 6th floor Roof Casting | 5% | 5% | |
| 7 | On completion of 10th floor Roof Casting | 5% | 5% | |
| 8 | On completion of 14th floor Roof Casting | 5% | 5% | |
| 9 | On completion of 18th floor Roof Casting | 5% | 5% | |
| 10 | On completion of 21st floor Roof Casting | 5% | 5% | |
| 11 | On completion of Flooring of the unit booked | 15% | 15% | 40% |
| 12 | On completion of the Unit booked | 10% | 10% | 40% |
| 13 | On Possession of the unit booked | 10% | 10% | |

SCHEDULE – “D” ABOVE REFERRED TO:

SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

1. **FOUNDATION:**
EARTHQUAKE RESISTANT RCC STRUCTURE
2. **INTERNAL WALLS:**
RCC WALLS WITH PUTTY FINISH
3. **EXTERIOR WALLS :**
EXTERIOR WALLS WITH TEXTURE / HIGH QUALITY PAINT
4. **FLOORING -**
 - i. WOODEN FINISHED TILES IN MASTER BEDROOM
 - ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLATS
 - iii. MARBLE/GRAVITE/DESIGNER TILES IN STAIRCASE, LOBBY AND COMMON AREAS.
5. **TOILET-**
 - i. ANTI SKID CERAMIC/VITRIFIED TILES ON FLOOR
 - ii. DESIGNER CERAMIC TILES UPTO (door height) 7 FT HEIGHT ON WALLS
 - iii. SANITARY WARE OF HINDWARE/PARRYWARE OR EQUIVALENT
 - iv. CP FITTINGS OF JAQUAR/ESS OR EQUIVALENT
 - v. ELECTRICAL POINTS FOR GEYSER AND EXHAUST FAN
6. **DOORS:**
IMPORTED MALAYSIAN SAL WOOD FRAME WITH FLUSH DOORS.
MAIN DOORS WITH NIGHT LATCH AND HANDLES WITH EYEPIECE
7. **WINDOWS:**
ANODIZED/POWDER COATED ALUMINIUM WINDOWS
8. **KITCHEN:**
 - i. GRANITE KITCHEN PLATFORM WITH STAINLESS STEEL SINK.
 - ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLATS.
 - iii. ANTI-SKID TILES ON FLOOR
 - iv. CERAMIC GLAZED TILES UPTO 2 FT HEIGHT ABOVE PLATFORM,
 - v. ELECTRICAL POINTS FOR WATER FILTER, EXHAUST FAN, MICRO WAVE
9. **ELECTRICALS**
FIRE RESISTANT COPPER WIRES WITH MCB (HAVELLS OR EQUIVALENT) AND MODULAR SWITCHES (HAVELLS/TOYAMA OR EQUIVALENT)
 - i. AC POINTS IN LIVING/DINING AND ALL ROOMS FOR SPLIT AIR-CONDITIONERS ONLY
 - ii. GEYSER POINT IN ALL BATHROOMS.
 - iii. CABLE/DTH, TELEPHONE, INTERCOM CONNECTION IN LIVING/DINING
 - iv. ADEQUATE 16 AMP AND 6 AMP POINTS.
10. ELEVATORS - TWO (2) AUTOMATIC ELEVATORS (OTIS/KONE/SCHNEIDER) IN EACH BLOCK.
11. **SOCIAL INFRASTRUCTURE & AMENITIES**
 1. **WATER SUPPLY-**
 - A. 24 HOURS WATER SUPPLY FROM DEEP TUBE WELLS

**SCHEDULE – “E” ABOVE REFERRED TO:
SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

FACILITIES

- A. LANDSCAPED CENTRAL GARDEN WITH ADEQUATE GREENERIES ALL AROUND THE COMPLEX.
- B. SWIMMING POOL
- C. AC COMMUNITY HALL
- D. GYMNASIUM
- E. INDOOR GAMES ROOM

2. POWER & FIRE SAFETY

- A. 24 HOURS POWER BACK UP
 - I. 100% POWER BACK UP FOR ALL COMMON AREAS,
 - II. 2BHK-500W, 3BHK-750W
- B. STATE OF ART FIRE FIGHTING EQUIPMENT

3. SECURITY

- A. 24 HOURS SECURITY
- B. CLOSED CIRCUIT TV CAMERAS.
- C. INTERCOM CONNECTIVITY WITHIN THE WHOLE COMPLEX.

4. COMMON AREAS

- 1. THE FOUNDATION COLUMN, BEAMS, SUPPORTS CORRIDORS, LOBBIES, STAIRS, ROOF, TERRACE, STAIRWAYS, ENTRANCE AND EXISTS.
- 2. PUMP AND MOTOR WITH INSTALLATION.
- 3. COMMON PASSAGE AND COMMON AREAS INSIDE OR OUTSIDE THE TWO BUILDINGS.
- 4. OVERHEAD TANKS AND WATER PIPES AND OTHER COMMON PLUMBING INSTALLATIONS.
- 5. ELECTRICAL FITTINGS, METERS AND FITTINGS AND FIXTURES FOR LIGHTING THE STAIRCASE AND OTHER COMMON AREAS (EXCLUDING THOSE THAT ARE INSTALLED INSIDE ANY PARTICULAR FLAT)
- 6. DRAINS AND SEWERS FROM THE TWO BUILDINGS TO THE MUNICIPALITY DUCT.
- 7. WATER AND SEWERAGE EVACUATION PIPES FROM THE FLAT TO DRAIN SEWERS COMMON TO THE TWO BUILDINGS.
- 8. DOORS AND WINDOWS ON THE STAIRCASE.
- 9. BOUNDARY WALLS INCLUDING OUTSIDE PLASTERING OF THE WALLS OF THE SAID TWO BUILDINGS AND MAIN GATES.
- 10. SUCH OTHER PARTS, AREAS, EQUIPMENTS, INSTALLATIONS, FIXTURES, FITTINGS, COVERED AND OPEN SPACES IN OR ABOUT THE SAID TWO BUILDINGS AS ARE EASEMENTS OF NECESSITY OF THE TWO BUILDINGS.

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

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

SIGNED & SEALED AND DELIVERED by the PROMOTER
at Kolkata in the Presence of the:

WITNESSES:

1.

PROMOTER

2.

SIGNED & SEALED AND DELIVERED by the ALLOTTEE/S
at Kolkata in the Presence of the:

WITNESSES:

1.

ALLOTTEE/S

2.

SIGNED & SEALED AND DELIVERED by the Confirming
Parties at Kolkata in the Presence of the:

WITNESSES:

1.

2.

Drafted by me and Typed
and Printed in my Office
SANKAR NARYAN SAHA

CONFIRMING PARTIES

Advocate

7C, Kiran Sankar Roy Road,
Ground Floor, Kolkata - 700001.

MEMO OF CONSIDERATION

RECEIVED from the within named **Allottee/s** the sum of **Rs.**_____/- (Rupees

_____ only) as detailed herein below for

proposed sale of the said Flat and one Garage/Covered Car Parking at **GRANDEUR TOWER**.

| | | |
|-------|--|--------------------|
| 1. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 2. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 3. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 4. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 5. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 6. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 7. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 8. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 9. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| 10. | Paid on _____ the sum of Rs. _____ by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ BANK, _____ Branch in the name of Oswal Towers LLP; | Rs. _____/- |
| Total | = | Rs. _____/- |

(Rupees _____ Only)

WITNESSES:

1.

Signature of the Promoter

2.

MEMORANDUM OF AGREEMENT

BETWEEN

OSWAL TOWERS LLP

.....PROMOTER

AND

SRI _____ & ANOTHER

.....ALLOTTEE/S

AND

M/S. SHIVRASHI EXPORTS PRIVATE LIMITED & ORS.CONFIRMING PARTIES

DATED THIS THE DAY OF OCTOBER 2018

BETWEEN

OSWAL TOWERS LLP

PROMOTER

AND

MR. _____ & ANOTHER
...ALLOTTEES

AND

M/S. SHIVRASHI EXPORTS PRIVATE LIMITED & ORS
.....CONFIRMING PARTIES

**MEMORANDUM
OF
AGREEMENT**

Sankar Narayan Saha

Advocate

High Court, Kolkata

Chamber: 7C, K.S. Roy Road,

Ground Floor, Kolkata-700001.