

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 20.....,

By and Between

MUSHKAN INFRA PROPERTIES PRIVATE LIMITED, (PAN : AAGCM9934Q), (CIN no. U70109WB2011PTC158497), a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No. 7, at Premises No. 1, R.N. Mukherjee Road, Post Office: GPO, Police Station- Hare Street, Kolkata- 700 001, represented by its one of the Directors- **SRI ANMOL BHALOTIA, (PAN : CCGPB0230D) (Aadhar No. 3086 5661 4572)** son of Sri Jaydeep Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5th Floor, 16A Deshpran Shasmal Road, Post Office-Tollygunge, Police Station- Charu Market, Kolkata- 700033, authorized vide Board Resolution dated 30th March, 2017 hereinafter referred to as the "**OWNER**"/ "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and /or assigns).

AND

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which exp

ression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he 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 administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr..... aged about Years, residing at , (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms..... AadharNo.....)Son/daughter/wife of..... Aged about..... Years for self and as the Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

The Owner/Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

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

WHEREAS by virtue of a Deed of Partition dated 27.02.1950, corresponding to 15th day of Falgun, 1356 B.S. one Gour Chandra Banerjee, son of late Khetra Chandra Banerjee acquired right, title and interest over the properties mentioned in Schedule “Kha” therein, including **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Calcutta. The said Deed was registered at the office of Sub-Registrar at Alipore and entered in Book No. I, Volume No. 18, Page Nos. 163 to 173, Being No. 750 for the year 1950.

AND WHEREAS while the said Gour Chandra Banerjee, who was a Hindu Governed by the Dayabhaga School of Hindu Law, was enjoying his aforesaid properties as an absolute Owner without any interference or intervention of others, died intestate on or about 28th day of February 1952, leaving behind his two sons- Shambhu Chandra Banerjee and Santosh Kumar Banerjee as his heirs and after the demise of Gour Chandra Banerjee, his entire properties devolved upon his two sons Shambhu Chandra Banerjee and Santosh Kumar Banerjee inter-alia the said Premises No. 58A, Nepal Bhattacharjee First Lane, Calcutta according to law.

AND WHEREAS while the said Shambhu Chandra Banerjee and Santosh Kumar Banerjee were absolutely seized and possessed Municipal Premises No. 58A, Nepal Bhattacharjee First Lane jointly, by virtue of a Deed of Conveyance dated 16.08.1973, they had sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Calcutta unto and in favour of Smt. Gita Mukherjee, wife of Ajit Kumar Mukherjee of 12/1A, Nepal Bhattacharjee Street,

Police Station-Bhowanipur, Calcutta-700 026. The said Deed was registered at the office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 136, Pages 18 to 26, Being No. 4490 for the year 1973.

AND WHEREAS after the purchase as aforesaid, while the said Smt. Gita Mukherjee was seized and possessed of the same as Owner, by virtue of a registered Deed of Conveyance dated 26th day of September, 1980, she had sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station-Bhowanipur now Kalighat, Calcutta-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, unto and in favour of Mrs. Supriya Ghosh. The said Deed was registered at the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 247, Pages from 119 to 128, Being No. 5614 for the year 1980.

AND WHEREAS after the purchase as aforesaid Smt. Supriya Ghosh, got her name mutated in respect of Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, in the municipal records of the Kolkata Municipal Corporation, under Assessee No. 11-083-24-0026- and enjoying the same by paying taxes and outgoing to the appropriate authority.

AND WHEREAS the said Municipal Premises No. 58A, Nepal Bhattacharjee First Lane in the municipal records of the Kolkata Municipal Corporation was fully occupied by tenants and the building is very old and dilapidated.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 10.03.2010, the said Smt. Supriya Ghosh gifted **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon fully occupied by the tenants, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station-Bhowanipur now Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83, unto and in favour of her daughter Smt. Snigdha Ghosh . The said Deed was registered in the Office of Additional District Sub Registrar at Alipore and recorded in Book No. I, C.D. Volume No. 8, Pages from 1249 to 1260, Being No. 01689 for the year 2010.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 09.03.2017, the said Smt. Snigdha Ghosh sold and conveyed **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon which is fully occupied by the tenants, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Bhowanipur now Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83, unto and in favour of Mushkan Infra Properties Private Limited. The said Deed was registered in the Office of Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages from 42303 to 42328, Being No. 01685 for the year 2017.

AND WHEREAS after the purchase as aforesaid, the said Mushkan Infra Properties Private Limited, got its name mutated in respect of Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, in the records of the Kolkata Municipal Corporation, under Assessee No. 11-083-24-0026-9 and is enjoying the same with tenants and paying taxes and outgoing to the appropriate authority in respect of said premises.

AND WHEREAS the present Vendor is the Owner and absolutely seized and possessed of **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, whereupon two storied old dilapidated building standing thereon fully occupied by tenants, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, District-South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto.

AND WHEREAS the Owner/Vendor was being desirous to raise a multi-storied building upon the land of the aforesaid property after demolishing the existing two storied building and for the purpose of construction of a [semi commercial/residential] project, comprising of ground + four storied building [consisting of 8 (eight) residential flats, 2 (two) office spaces and 2 (two) car parking spaces] got a plan sanctioned in its name from the Kolkata Municipal Corporation, being Building Permit No. 2018080014 dated 26.05.2018,

(hereinafter referred to as the "**sanction plan**") and the said project shall be known as "**MUSKAN ENCLAVE**" ("**Project**").

AND WHEREAS in conformity with the said sanction plan, the Owner/ Vendor has started construction of ground plus four storied building, consisting of 8 (eight) residential flats, 2 (two) office spaces and 2 (two) car parking spaces of the building named as "**MUSKAN ENCLAVE**" upon the Bastu land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, which has been specifically described in the **Schedule - "A"** hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS the Owner/Vendor has declared to sell **ALL THAT** a self contained flat being Flat No., measuring Square Feet carpet area,Square feet, built up areaSquare feet super built-up areabe the same a little more or less on theside of the Floor and a car parking space measuringsquare feet, be the same or a little more or less, on the ground floor of the building at and being Municipal Premises No. 58A, Nepal Bhattacharjee 1st Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, together with undivided impartible proportionate share of the land underneath the building including rights of easement, common facilities and amenities annexed thereto, to the intending buyer/buyers.

AND WHEREAS the Kolkata Municipal Corporation has granted the commencement to develop the Project vide its acknowledgement dated 30.09.2019 from 15.10.2019.

AND WHEREAS the Owner/Vendor obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment or building, as the case may be from the Kolkata Municipal Corporation. The Owner/Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS the Owner/Vendor has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .

AND WHEREAS the Allottee has applied for an apartment in the Project vide application no. dated and has been allotted Apartment no. having carpet area of Square feet, built up area ofSquare feet and super built up area of Square feet more or less type, on Floor in building along with open garage/covered parking no. admeasuring square feet in the ground floor, at and being Municipal Premises No. 58A, Nepal Bhattacharjee 1st Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**" / "**Flat**") which has been specifically described in the **Schedule- "B"** hereunder and the floor plan or the apartment plan is annexed hereto wherein the said Apartment is shown in '**Red**' colour an marked as **Annexure- "P"** thereto.

(In these presents unless it is repugnant to or inconsistent with the following expressions shall have the following meanings):

- a) **OWNER/VENDOR** shall mean the said **MUSHKAN INFRA PROPERTIES PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No. 7, at Premises No. 1, R.N Mukherjee Road, Post Office- GPO, Police Station- Hare Street, Kolkata- 700 001, include its successors-in-office and assigns.
- b) **ALLOTTEES/ PURCHASERS** shall mean (1), son of Sri, (2), wife of Sri, both residing at include their respective heirs, legal representatives, executors, administrators and assigns.
- c) **PREMISES** shall mean **ALL THAT** piece and parcel of bastu land measuring 3(three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square Feet, be the same or a little more or less, at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station- Kalighat, Kolkata-700 026, within the

territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, within the territorial limits of the Kolkata Municipal Corporation which has been specifically described in the **Schedule – “A”** hereunder written.

- d) **BUILDING**: shall mean ground plus four storied building, named as “**Muskan Enclave**” which is being constructed upon the land mentioned in **Schedule-‘A’** in accordance with the building plan sanctioned by the Kolkata Municipal Corporation to be used for residential/semi commercial purpose and other legally valid purposes only, hereinafter called the “**Said Building.**”
- e) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation, being Building Permit No. 2018080014 dated 26.05.2018 and shall include such modifications and/or alteration as may be recommended by the Architect of the said New Building for the time being and approved by the Kolkata Municipal Corporation.
- f) **TITLE DEEDS**: shall mean the Deeds, Tax receipts and other relevant papers and documents in relation to the said premises.
- g) **THE SAID FLAT AND CAR PARKING SPACE AND THE PROPERTIES APPURTENANCES THERETO** shall mean being Flat No., measuring Square Feet carpet area , built up area, super built-up area, be the same or a little more or less on the side of the Floor, and a car parking space measuring square feet, be the same or a little more or less, on the ground floor of the building at the said premises **AND ALSO TOGETHER WITH** the undivided proportionate share or interest in all common parts, portions, areas and facilities/ amenities comprised in the said New Building and/or the said premises **AND TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **Schedule- ‘B’** hereunder written).
- h) **BUILT UP AREA**: shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan Sanctioned by the Kolkata Municipal Corporation.

- i) **SPECIFICATION** : shall mean and include the various specification, (morefully and particularly mentioned and described in the **Schedule – ‘C’** hereunder written) and such specifications may be altered and/or changed and/or modified for the better as may be required by the Architect from time to time in its absolute discretion and in the event any Purchasers requiring any upgraded specification and/or better specification for a particular unit and/or apartment then the Purchasers so requiring such upgraded specifications shall be required to pay and bear such extra costs as may be decided by the Owner/Vendor.
- j) **COMMON PARTS AND PORTIONS** : shall mean the common parts, portions, facilities and amenities in the said New Building (the said facilities shall be such as required for beneficial enjoyment of various flats in the New Building), such as pump, pump room, pump installations, drains, sewers, boundary walls, main gates, paths and passages driveways, staircases and lobbies, lift and water reservoir etc., in the said New Building as defined under clause (m) of Section (2) of West Bengal Housing Industry Regulation Act, 2017 (more fully and particularly mentioned and described in the **Schedule-‘D’** hereunder written).
- k) **COMMON EASEMENTS** : shall mean the common easements in relation to any flat, the easements, quasi-easements, rights, privileges and appurtenances appertaining to such flat for the reasonable use enjoyment and occupation of such flat and shall include the reciprocal easements, quasi-easements, obligations and duties of like nature of the other flats in the said building which are more fully and particularly mentioned and described in the **Schedule – ‘E’** hereunder written.
- l) **COMMON EXPENSES**: shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Owner/ Vendor and their nominees including the intending Purchasers/Allottees and the common use and enjoyment thereof, which has specifically been described in the **Schedule –‘F’** hereunder.
- m) **ROOF/TERRACE**: shall mean the ultimate roof over and above of the said building and it should be treated as one of the common areas and facilities.

- n) **HOLDING ORGANISATION**: shall mean any Association or Society that may be formed by the Owners of several flats/units for the common purposes in accordance with Law.

ARTICLE – II TITLE REPRESENTATIONS AND WARRANTIES

2. At or before entering into this Agreement the Owner/Vendor has assured and represented to the Purchasers as follows :

- i) The Owner/Vendor alone is the absolute owner of the Said Premises. Notwithstanding any act deed or thing by the Owner/ Vendor done and executed or knowingly suffered to the contrary, the Owner/ Vendor is seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises being **ALL THAT** piece and parcel of bastu land measuring 3 (three) Cottahs 6 (six) Chittacks and 38 (thirty eight) Square feet, be the same or a little more or less, lying and situated at and being Municipal Premises No. 58A, Nepal Bhattacharjee 1st Lane, Police Station- Kalighat, Kolkata-700 026, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 83, free from all encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever and the Owner/ Vendor has good right, full power and absolute authority to grant, transfer, sell and convey the said flat and car parking space and the properties appurtenances thereto unto and to the Purchasers/Allotees and the Purchasers/Allotees shall enjoy the said flat and car parking space and shall enjoy the said flat and car parking space and the properties appurtenances thereto and every part thereof at all times hereto without any lawful eviction, interruption, claims or demand whatsoever from and by the Owner/Vendor or any person or persons lawfully or equitably claiming from or under any trust from him.
- ii) The said flat and car parking space and the properties appurtenances thereto agreed to be acquired by the Purchasers/ Allotees are free from all encumbrances, charges, liens, lispens, attachments and trusts whatsoever or howsoever and the Owner/ Vendor has neither entered into any agreement for sale or transfer nor has created any interest of a third party into or upon the said flat and car parking space and the properties appurtenances thereto.

- iii) The authority of the Kolkata Municipal Corporation (S.S. Unit) have duly sanctioned the said Plan for construction of ground plus four storied building at the said premises.
- iv) The Owner/Vendor has obtained all permission approvals and/or sanctions as are necessary and/or required in law for undertaking construction of a new building at the said premises.

2.1 The Purchasers / Allottees completely relied upon the said representations and believing the same to be true and acting on the faith thereof have agreed to purchase and acquire the said Apartment and car parking space and the properties appurtenances thereto and have agreed to make payment of the various amounts agreed to be paid by the Allottees to the Owner/ Vendor as per Schedule of Payment mentioned and described in the **Schedule - 'G'** hereunder written and without the said representations and/or assurance of the Owner/ Vendor, the Allottees would not have otherwise agreed to purchase and acquire the said flat and car parking space and the properties appurtenances thereto on the consideration amount as hereinafter appearing.

- A. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- B. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- C. 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;
- D. In accordance with the terms and conditions as set out in this Agreement and mutually agreed upon by and between the Parties, the Owner/Vendor hereby agrees to sell and the Purchasers / Allottee(s) hereby agree to

purchase the [Apartment] and the garage/covered parking space (if applicable) as specified in Para (g) hereinabove.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Owner/Vendor hereby agrees to sell to the Purchasers /Allottee(s) and the Allottee(s) hereby agree to purchase, the [Apartment] as specified in Para 'g' above .
- 1.2 The Total Price for the [Apartment] based on the carpet area is Rs...../- (Rupees..... only) (**“Total Price”**) , payment will be done after deduction of TDS.

Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet* + GST as applicable under the Law
Total Price (in Rupees)	-----

(AND) (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
	+ GST as applicable under the Law
Total price (in Rupees)	-----

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchasers/Allottees to the Owner/Vendor towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Vendor by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Vendor, by whatever name called) upto the date of the handing over the possession of the Apartment to the Allottee and the Project to the association of allottees 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 Owner/ Vendor shall be increased/ reduced based on such change/ modification.

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

- (iii) The Owner/Vendor shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Owner/Vendor within the time and in the manner specified therein. In addition, the Owner/Vendor 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, {not only the Apartment but also} , the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows etc. (but excluding taxes and maintenance charges as per Para. 11) and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3 The Total Price is escalation free, save and except increases which the Purchaser/Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Owner/Vendor undertakes and agrees that while raising a demand on the Purchaser /Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Vendor shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser/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, and the same shall not be charged from the Purchasers /Allottees.

1.4 The Purchasers/ Allottee(s) shall make the payment as per the payment plan set out in **Schedule- 'G'** ("Payment Plan").

1.5 It is agreed that the Owner/Vendor shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in **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, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Owner/Vendor 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 Subject to Para 9.3 the Owner/Vendor agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Purchasers/Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Purchasers /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 purchasers and/or occupants and maintenance staff etc. of the said premises without causing any inconvenience or hindrance to them. It is clarified that the Owner/Vendor shall handover the common areas to the association of Purchasers / Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project but excluding the maintenance charges as per Para 11 mentioned hereinafter.
 - (iv) The Purchaser/ Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her Apartment, as the case may be.
- 1.9 It is made clear by the Owner/Vendor and the Purchaser/ Allottee agrees that the Apartment along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not 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 Purchaser/ Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser /Allottee(s) of the Project.
- 1.10 The Owner/Vendor agrees to pay all outgoings/ dues 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/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

Project). If the Owner/Vendor fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Owner/Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. ----- (Rupees----- only) being 10% of the total consideration amount as booking amount and being part payment for purchase of the said [Apartment] at the time of application, the receipt of which the Owner/Vendor hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the payment plan at [Schedule 'G'] as may be demanded by the Owner/Vendor within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he /she 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 Owner/Vendor abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Vendor, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of Mushkan Infra Properties Pvt. Ltd. payable at Kolkata .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Owner/Vendor with such permission, approval which would enable the Owner/Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the

Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner/Vendor accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Owner/Vendor fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Vendor immediately and comply with necessary formalities if any, under the applicable laws. The Owner/Vendor shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Owner/Vendor shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee/ Purchaser authorized the Owner/Vendor to adjust/ appropriate all payments made by him/ her under any head (s) of dues against lawful outstanding of the Allottee against the [Apartment], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Owner/Vendor to adjust his payments in the aforesaid manner.

5. TIME IS ESSENCE :

The Owner/Vendor 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 / Purchaser and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/ Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan,

payment plan and the specification, amenities and facilities mentioned in this Agreement which has been approved by the competent authority, as represented by the Owner/Vendor. The Owner/Vendor 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 Owner/Vendor 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 Kolkata Municipal Corporation and any statutory authorities and shall not have any 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 Owner/Vendor shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment – The Owner/Vendor agrees and understands that timely delivery of possession of the [Apartment] to the Allottee/ Purchaser and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Owner/Vendor assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within 30th June 2021 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee/ Purchaser agrees that the Owner/Vendor shall be entitled to the lawful/ reasonable 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. However the Allottee(s)/Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Vendor to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Owner/Vendor shall refund to the Allottee(s)/Purchaser the entire amount received by the Owner/Vendor from the Allotment within 45 days from that date. The Owner/Vendor shall intimate the Allottee/ Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agreed that he/ she shall not have any rights, claims etc. against the Owner/Vendor and the Owner/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Owner/Vendor, upon obtaining the partial occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee(s)/Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Owner/Vendor within three months from the date of issue of occupancy certificate]. However The Owner/Vendor agrees and undertakes to indemnify the Allottee(s) /Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Vendor. The Allottee(s)/Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Vendor / Association of Allottees, as the case may be. After the issuance of completion certificate for the Project by the Kolkata Municipal Corporation, the Owner/Vendor shall handover the photocopy of the completion Certificate of the Apartment, to the Allottee /Purchaser.
- 7.3 **Failure of Allottee to take possession of Apartment-** Upon receiving a written intimation from the Owner/Vendor as per Para 7.2 above, the Allottee(s)/Purchaser shall take possession of the Apartment from the Owner/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Vendor shall give possession of the [Apartment] to the Allottee(s)/Purchaser. In case the Allottee(s)/Purchaser fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees/Purchasers it shall be the responsibility of the Owner/Vendor to handover the necessary documents and plan, including common areas to the Association of Allottees or any Company formed by all the Allottees for the maintenance of the common areas of the building, as the case may be, as per the local laws:
- [Provided that, in the absence of any local law, the Owner/Vendor shall handover the necessary documents and plans, including common areas, to the Association of allottees or any Company formed by the Allottees, as the case may be, within thirty days either after obtaining the completion certificate] or after sale of all flats and office spaces of the building whichever is later.

- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Owner/ Vendor, the Owner/Vendor 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 Vendor /Owner to the Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** – The Owner/Vendor shall compensate the Allottee in case of any loss, caused to him/ her due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner/Vendor fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Owner/Vendor shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Owner/Vendor shall pay the Allottee 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 Owner/Vendor to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR :**

The Owner/ Vendor hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owner/Vendor has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Owner/Vendor 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 Owner/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, Building and Apartment and common areas;
- (vi) The Owner/Vendor 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 Owner/Vendor 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 Owner/Vendor confirms that the Owner/Vendor 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 Owner/Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of allottees or any Company formed by all the Allottees for the maintenance of the common areas of the building, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s whichever is earlier;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Vendor 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 Owner/Vendor shall be considered under a condition of default, in the following events:-

- (i) The Owner/ Vendor fails to provide ready to move in possession of the [Apartment/ Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be, shall be issued by the competent authority in due course and within six (6) months of completion of entire project;
- (ii) Discontinuance of the Owner's/Vendor's business as a developer on account of suspension or revocation of his/its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Owner/Vendor as demanded by the Owner/Vendor. If the Allottee(s) stops making payments, the Owner/Vendor 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 Owner/Vendor 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 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 or she shall be paid, by the Owner/Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, 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 two consecutive demands made by the Owner/Vendor 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 Owner/Vendor on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond two consecutive months after notice from the Owner/Vendor in this regard, the Owner/Vendor may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him/her by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Owner/Vendor shall intimate the Allottee (s) about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT :**

The Owner/Vendor, 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 common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Vendor after full payment as mentioned in Para 1.2 hereinabove and within three months from the date of issue of occupancy certificate]. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Owner/Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner/Vendor is made by the Allottee(s).

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

The Owner/Vendor shall be responsible for providing and maintaining the essential services in the Project, till taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project and/or sale of all the Apartments / office spaces of the building .

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 Owner/Vendor as per this Agreement relating to such development is brought to the notice of the Owner/Vendor within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Owner/Vendor to rectify such defects without further charge, within thirty days, and in the event of Owner/Vendor'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 Owner/ Vendor / Maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees 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 service areas, if any, as located within the **"MUSKAN ENCLAVE"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees for rendering maintenance services., provided there is no basement area in this Project.

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 said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building or Apartment, or the staircases, lifts, common passages, corridors, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and shall keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes and assures that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or on the common areas. The Allottee also shall not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Owner/ Vendor and thereafter by the Association of allottees and/or Maintenance agency formed and /or appointed by the allottees jointly . The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **THE OWNER/ VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Owner/ Vendor executes this Agreement, they shall not mortgage or create a charge on the said 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 for 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 (OR THE RELEVANT STATE ACT):**

The Owner/ Vendor has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017. The Owner/ Vendor showing compliance of various laws/ regulations as applicable in said The West Bengal Housing Industry Regulation Rules, 2018.

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Owner/ Vendor does not create a binding obligation on the part of the Owner/ Vendor 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 this payment plan within 30 (thirty) days from the date of receipt of this Agreement by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar having jurisdiction as and when intimated by the Owner/ Vendor. If the Allottee(s) fails to execute and deliver to the Owner/ Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/ Vendor, then the Owner/ Vendor shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt such notice by the Allottee(s), application of the Allottee 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 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/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee 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 Owner/ Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [**Schedule – G**] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/ Vendor in the case of one allottee shall not be construed to be a precedent and /or binding on the Owner/ Vendor to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion in 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 completed only upon its execution by the Owner/Vendor through its authorized signatory at the Owner/Vendor's Office, or at some other place, which may be mutually agreed between the Owner/Vendor and the Allottee, after the Agreement is duly executed by the Allottee and the Owner/Vendor or simultaneously with the execution the said Agreement, the same shall be registered at the office of the Registrar/ Sub-Registrar having jurisdiction. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

M/s.....(Owner/Vendor's name)	Allottee(s) name
Address.....	Address.....

It shall be the duty of the Allottee and Owner/Vendor to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Vendor or the Allottee, as the case may be.

30. JOINT ALLOTTEE :

That in case there are Joint Allottees all communications shall be sent by the Owner/Vendor to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of this agreement for sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the agreement for sale or under the Act 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 dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996 or any amendments made thereunder or in the Court of law , in Kolkata.

THE SCHEDULE –“A “ABOVE REFERRED TO

(Description of the premises)

ALL THAT piece and parcel of land measuring 3 (three) Cottahs 6(six) Chittacks and 38 (thirty)Square feet, be the same a little more or less, whereupon ground plus four storied building named as “**Muskan Enclave**” is under construction, lying and situate at and being Municipal Premises No. 58A, Nepal Bhattacharjee First Lane, Police Station –Bhowanipur, Kolkata – 700 026,

within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83, District and Sub-Registration Office at Alipore, District-South 24-Parganas, together with all rights of easements, common facilities and amenities annexed thereto, which is butted and bounded by:-

ON THE NORTH BY : By common wall and premises No. 12/1A, Nepal Bhattacharjee Street and Jora Shiva Temple;

ON THE SOUTH BY : By 57A, Nepal Bhattacharjee First Lane ;

ON THE EAST BY : By Dharmadas Trust Model School:

ON THE WEST BY : By Nepal Bhattacharjee First Lane.

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the Apartment/ flat and car parking space agreed to be sold)

ALL THAT a self contained Apartment/ Flat, being Flat No. ..., measuringSquare Feet Carpet area, super built-up area, be the same or a little more or less consisting of 2(two) bed rooms, 1(one) Living cum dining room, 1(one) kitchen, 1(one) balcony, 1(one) toilet and 1(one) W.C., on theside of the Floor, and a covered car parking space measuring 100 Square feet, be the same or a little more or less, on the ground floor of the building **TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said Premises no. 58A, Nepal Bhattacharjee First Lane, Police Station –Bhowanipur, Kolkata – 700 026, **AND ALSO TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities comprised in the said Building at the said premises No. 58A, Nepal Bhattacharjee First Lane, Police Station –Bhowanipur, Kolkata – 700 026, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 83 and also mentioned in [**Schedule –"A"**] hereinabove. A copy of the Floor Plan of the said Apartment / Flat is annexed hereto and marked as **Annexure - "P"** thereto .

THE SCHEDULE "C" ABOVE REFERRED TO

(Specification)

Sl.No	Item	Description
1	R.C.C. FRAME WORK STRUCTURE	Concrete Mix of M20 Grade
2	BRICK WORK	All exterior brickwork and walls around the lift well shall be 8" thick & all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade
3	<i>FLOOR: SKIRTING & DADO</i>	<p>(a) Vitrified flooring to be laid on all rooms and to skirting 6" high.</p> <p>(b) Kitchen to have Vitrified Tiles flooring and ceramic tiles on walls finished up to 7' from cooking top all round the topping</p> <p>(c) Toilets to have Antiskid Tiles flooring with dado of ceramic tiles up to height of 7' Approx from the floor level.</p> <p>(d) Roof with roof tiles or equivalent finish.</p>

- 4 PLASTER All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.
- 5 DOORS
- (a) Main entrance shall have American Hemlock/Pine Wood Membrane Door Adequately Designed with Moulded Densified Fibre Paste finish on both sides and hung on 3 nos. of steel hinges on Sal wood frame and fitted with a peep hole, one 8" long tower bolt from inside , one handle from outside with godrej lock all complete.
- (b) All other entrances shall have Membrane White Primar Wood door with laminate finish on both surface and hung on 3 nos. steel hinges on Sal wood frame and fitted with one cylindrical lock and tower bolt.
- 6 WINDOWS All windows to be of 1.2MM Aluminum frame (anodized and powder coated, colour shall be the discretion of the Developer) fitted with 4 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.

- | | | |
|----|---------------------------|---|
| 7 | PAINTS | The building shall be painted externally with Whether Coat All Guard Paints Over Pop and internally with cement based Primer over P.O.P. |
| 8 | <i>STAIRCASE
ROOM</i> | <p>(a) Space for electric meter & Pumps shall be provided.</p> <p>(b) Stair room shall be provided with light and ventilation.</p> <p>(c) M.S. Grill stair railing (12mm square bar) to be provided with steel/ Wood/ Fibre hand rail.</p> <p>(d) Flooring of Staircase: Granite flooring to be laid and to skirting 6" high.</p> |
| 9 | SANITARY
PLUMBING | & All plumbing lines shall be concealed |
| 10 | TOILETS | <p>(a) One shower.</p> <p>(b) One No. of Tap with Hot & Cold Mixture.</p> <p>(c) One water closet of white colour</p> <p>(d) One countertop washbasin of white colour with taps hot and cold water (One toilet)</p> <p>(e) Geyser Point.</p> <p>(f) One tap near water closet</p> |
| 11 | <i>KITCHEN</i> | <p>(a) One steel sink with tap.</p> <p>(b) 2 ft. wide granite stone working</p> |

top as in layout.

(c) 1 tap below sink

12 WATER SUPPLY (a) Water Reservoir will be provided at the Roof top.

(b) Suitable submersible electric pump will be installed at the G.F.(at a spare provided) to deliver water to overhead water reservoir from G.F. water reservoir and separate water supply lines for individual flats are to be provided from the overhead water reservoir.

13 ELECTRICAL (a) One suitable electrical connection and meter from CESE Ltd. For the entire building. Separate meter for individual flat

(b) One fan point, Two light points, one foot lamp and one 5/15amp plug point in bed rooms.

(c) Three light points, Two fan points, Two 5/15 amp plug points, one foot lamp in the living and dining room.

(d) One light point and one exhaust fan point and one 5 amps (water purifier), two 5/15amp points in kitchen.

(e) One light point, one exhaust fan point and one 5 amps in each toilet.

(f) Concealed T.V. & Telephone lines

will be provided at the convenience of Purchaser (Maximum Two Nos.)

(g) All electrical lines will be as per existing regulation shall be concealed.

(h) MCB/MCCB will be provided adequately depending on the electrical distribution system.

(i) A.C. Point (each tenement).

13 ROOF

(a) Suitable water and heat treatment shall be done at the roof slab.

(b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.

(c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.

14 COMPOUND

(a) Compound will be paved where required.

(b) Boundary wall will be erected all round.

(c) One M.S. Grill gate shall be provided.

(d) One septic tank of suitable proportion shall be provided.

(e) Garage Floor is to be provided with 18 nos. of light points.

4 Passenger Lift of reputed make.

15 LIFT

SPECIFICATIONS

Flooring

- Vitrified (Inside Individual Tenements)
- granite (Staircase Block)
- Interlocking pavers block or equivalent (Parking and other open spaces in ground floor)
- Roof Tiles on roof after proper heat treatment with air insulation layer

Plumbing

- CPVC/UPVC (Supreme for all hot/cold water lines; necessary gauge and thickness)
- P.V.C (Oriplast/Supreme for other lines; necessary gauge and thickness)
- Fittings (Jaquar (Continental Series); Hindware)

Electrical

- Wires (LAP of necessary gauge; Copper)
- Switches and Sockets (Schneider; Modular; White colour)
- Adequate CESC Meter to support 3 A.C points (Load).

Kitchen

- Granite Topping (Black colour)
- Stainless Steel Sink

Tiles

- 2100 mm dado height; Somany

Doors

- Main Door (Both side laminate finish with Godrej lock; peeping hole, tower bolt all complete)
- Remaining doors (Both side laminate finish with necessary hardware all complete)

Windows

- Aluminium Sliding of Jindal/Indal make with 1.5 mm gauge; powder

quoted; discretion of colour shall be of developer

Lift

- 4 Passengers lift

THE SCHEDULE – “D” ABOVE REFERRED TO

(The Common parts and portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters are installed, electrical sub-station and electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, electric/utility room, pump room.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Lift well with lift, machine room with all concerned accessories.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the apartments/ flats in common by the co-owners.
10. Land underneath of the building

THE SCHEDULE – “E” ABOVE REFERRED TO

(Easement)

The Allottees shall have the following rights, easements, quasi-easements, privileges and /or appurtenances and these rights and easements are vise- versa to all the other allottees of the building :-

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said flat and covered/open car parking space.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat and open/covered car parking space or any other units for the purpose of repairing any of the common areas or any appurtenances to any flat and / or anything comprised in any flat so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners.

THE SCHEDULE – “F” ABOVE REFERRED TO

(Common Expenses)

The Allottees shall regularly and punctually pay to the Owner/Vendor and upon its formation to the Association proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said premises and the said Building save those separately assessed on the Allottees;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

THE SCHEDULE - "G" ABOVE REFERRED TO

(Payment Schedule)

Rs. 00,00,000/- (Rupees _____) only being the cost of the said flat and car parking space and the Properties Appurtenances thereto to be paid by the Allottee to the Owner/Vendor in the manner following:-

- a) Rs. _____/- (Rupees _____) only being 10% on or before execution of this Agreement.
- b) 10% within 7(Seven) days from the date of completion of foundation work.
- c) 10% within 7(Seven) days from the date of completion of casting of

the First Floor.

- d) 10% within 7(Seven) days from the date of completion of casting of the Second Floor.
- e) 10% within 7(Seven) days from the date of completion of casting of the Third Floor roof casting.
- f) 10% within 7(Seven) days from the date of completion of casting of the Fourth Floor roof casting.
- g) 10% within 7(Seven) days from the date of completion of brick work.
- h) 10% within 7(Seven) days from the date of completion of Flooring Work.
- i) 5% within 7(Seven) days from the date of completion of all outside and inside plaster work, electrical and plumbing work.
- j) 15% at the time of handing over possession or at the time of registration of the said flat and car parking space, whichever is earlier or simultaneously handing over possession and at the time of registration of the said flat and car parking space. The entire payment should be made within months from the date hereof or within the grace period of 2 (two) months thereafter.

- **Provided However GST shall be paid by the Allottees/ Purchasers to the Owners/ Vendors on all the aforesaid amounts as applicable under the Law .**

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

*Please affix
photographs
and sign
across the
photograph*

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

