

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF TWO THOUSAND AND NINETEEN (2019)

BETWEEN

1) **SMT. SUPRAVA DAS (PAN ATZPD0472B)**, wife of Late Sudhir Chandra das, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, 2) **SRI SAUBHANIK DAS (PAN AVJPD1088K)**, Son of late Sudhir Chandra Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, 3) **SRI PROSANTA CHANDRA DAS (PAN ADXPD3485G)**, Son of late Krishna Chandra Das, by faith – Hindu, by Nationality – Indian, by Occupation – Retired, 4) **SMT. SIMA DAS (PAN BGMPD2096J)** wife of Late Santa Kumar Das, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, 5) **SMT. SUDESHNA DAS (PAN AUBPD5099F)** daughter of Late Santa Kumar Das, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, and 6) **SMT. SREEMOYEE DAS (PAN CDDPD5124J)** daughter of

Late Monojit Das, by faith – Hindu, by Nationality – Indian, by Occupation – Student, all residing at Premises No. 24/1, Mohan Bagan Row, Post Office – Shyambazar, Police Station – Shyampukur, Kolkata – 700004, District – Kolkata, hereinafter jointly referred to and collectively called as '**OWNERS/VENDORS**'(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART**.

AND

M/S. KALPATARU HEIGHTS [having PAN NO. AANFK1809L], a Partnership Firm having its registered office at Premises No. 6, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700080, District – North 24 Parganas, being represented by its **Partners namely 1. SRI SUBHAYU GHOSH [having PAN NO. ADHPG7446E]** Son of late Sitiesh Ghosh, by faith Hindu, by occupation Business, residing at Premises No. 8/1, Jessore Road, Post Office & Police Station – Dum Dum, Kolkata – 700028, District – North 24 Parganas, 2. **SMT RANJITA HALDER [having PAN NO. ABEPH6596F]** daughter of late Satya Narayan Dutta, by faith Hindu, by Nationality – Indian, by occupation Business, residing at Premises No. 6, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700028, District – North 24 Parganas, 3. **SRI DIPAK SARKAR [having PAN NO. ALSPS6539D]** son of late Provat Chandra Sarkar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Premises No. NB – 59, Arjunpur (North), Post Office – Deshbandhu Nagar, Police Station – Baguiati, Kolkata -700059, District – North 24 Parganas, 4. **SRI DIPENDU ROY [having PAN No. AMUPR2840K]**, son of Sri Dilip Kumar Roy , by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Premises No. BD – 88, Samarpally (Krishnapur), Post office – Krishnapur, Police Station – baguiati, Kolkata – 700102, District – North 24 parganas, , hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

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 No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

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

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) 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 and permitted assigns).

[OR]

[if the Allottee is a HUF]

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

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

WHEREAS:

- A. The VENDORS are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **02 (two) Bighas 06 (Six) Cottahs 14 (Fourteen) Chittacks 09 (Nine) Sq. ft.**,

be the same a little more or less as per record of right it stands to an area of **82 Decimal** equivalent to **02(two) Bighas 09 (nine) Cottahs 09 (nine) Chittacks 34 (thirty four) Sq. Ft.** be the same little more or less togetherwith a cemented flooring one storied building thereon measuring an area of 2004 sq. ft. including all easement rights and appurtenances thereto lying and situate at and being Municipal Holding No. 72, Gouri Nath Shastri Sarani (old Holding No. 24, Shyamnagar Road thereafter 28, Shyamnagar Road) also known as Premises No. 28, Shyamnagar Road, Kolkata – 700055 at Mouza – Shyamnagar (formerly krishnapur), J.L. No. 32/20, Touzi Nos. 228 & 229 comprised in **R.S Dag Nos. 960 (bagan land measuring 12 decimal), 961 (Pukurpar measuring 03 decimal), 963 (bastu land measuring 13 decimal togetherwith an one storied building measuring 1500 sq.ft.), 964 (pukurpar measuring 20 decimal), 965 (bastu land measuring 05 decimal togetherwith an one storied building measuring 504 sq.ft.) & 966 (pukurpar measuring 16 decimal)** appertaining to **R.S. Khatian No. 28** under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27, Additional District Sub Registration Office at Cossipore Dum Dum in the District of North 24 Parganas (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

- B.** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- C.** The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest in the Second Schedule will appear from the **FIRST SCHEDULE** hereunder written and/or given.
- D.** The Said Land is earmarked for the purpose of building a residential Project comprising

multistoried apartment buildings and the said project shall be known as “**PANACHE GREEN CITY**” with the object of using for any commercial purpose and/or serviced apartments.

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

F. Commencement certificate.....

G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by the \ South Dum Dum Municipality vide Sanction Building **Plan No. 19 dated 07.07.2018** The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

H. 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. _____.

I. Allottee had applied for an apartment in the Project wide application no. _____ dated _____ and has been allotted apartment no. ____ having carpet area of _____ square feet (Super Built Up area ____ Sq. ft) on ____ floor, Block No. _____ of “**PANACHE GREEN CITY**” **ALL THAT** piece and parcel of land admeasuring **02 (two) Bighas 06 (Six) Cottahs 14 (Fourteen) Chittacks 09 (Nine) Sq. ft.**, be the same a little more or less as per record of right it stands to an area of **82 Decimal** equivalent to **02(two) Bighas 09(nine) Cottahs 09(nine) Chittacks 34 (thirty four) Sq. Ft.** be the same little more or less togetherwith a cemented flooring one storied building thereon

measuring an area of 2004 sq. ft. including all easement rights and appurtenances thereto lying and situate at and being Municipal Holding No. 72, Gouri Nath Shastri Sarani (old Holding No. 24, Shyamnagar Road thereafter 28, Shyamnagar Road) also known as Premises No. 28, Shyamnagar Road, Kolkata – 700055 at Mouza – Shyamnagar (formerly krishnapur), J.L. No. 32/20, Touzi Nos. 228 & 229 comprised in **R.S Dag Nos. 960 (bagan land measuring 12 decimal), 961 (Pukurpar measuring 03 decimal), 963 (bastu land measuring 13 decimal togetherwith an one storied building measuring 1500 sq.ft.), 964 (pukurpar measuring 20 decimal), 965 (bastu land measuring 05 decimal togetherwith an one storied building measuring 504 sq.ft.) & 966 (pukurpar measuring 16 decimal)** appertaining to **R.S. Khatian No. 28** under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27, Additional District Sub Registration Office at Cossipore Dum Dum in the District of North 24 Parganas along with covered/Open Car parking space no._____ admeasuring ____ square feet in the Floor of Block-, as permissible under the applicable law and of prorata share in the 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 or the apartment is annexed hereto and marked as Schedule B).

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

1. the Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 The Title of the Owner in respect of the Premises along with Development Agreement as well as the General power of attorneys;

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.

- m 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;
- n. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- o. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.____ on ____ floor, Block No.____ and the _____ parking space as specified in para G.

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

1 TERMS :

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner and the Promoter agrees to sell to the Allottee and the Allottee hereby agrees 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.

Block No. _____ Apartment No. _____ Floor _____	Rate of Apartment per square feet
Total Price (in rupees)	
GST @ ___%	
Total Price Including GST	

AND

Covered/Open Independent/Dependent parking space-1	Price for 1
GST @ ___%	
Total Price including GST (in rupees)	

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

- 1.3 In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Section-C)
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.

- 1.5 The Allottee shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the 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 within forty-five days, the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee 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 agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 Allottees after its formation and duly obtaining the completion certificate from the competent authority as provided in the Act. It is further stated that the project may be worked out in phases or new phases may be added in future with the current project and the allottees shall have uniform right of the common amenities with the allottees of the other phases of the same project or future project expansion.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, to the Apartment, Lift, Water line and Plumbing, finishing with putty, Marbles/Tiles, Doors, Windows, Fire detection and Firefighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), 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 (excluding all legal charges, Lawyer fees).
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated individually and in case the allottees also purchases a covered/open/podium parking space then the same 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 shall be a part of any other project or zone and shall from a part of and/or linked/combined with any other project in its vicinity. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of all the Allottees of this Project as well as for the use and enjoyment of the other allottees of future extended project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charge 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 its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable, prior to handover of the balance amount of maintenance charge to the society.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment and 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 hereby agrees to pay the remaining price of the open/covered/podium parking 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 delays in payment towards any amount which is payable, he 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 shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **KALPATARU HEIGHTS** payable at Kolkata.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of

India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his 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 and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the

Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [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 Bidhannagar Municipal Corporation 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 agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to 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 not later than _____ months 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" as mentioned in Cl.7.1 and with Application of Booking Form

Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

- 7.2 **Procedure for taking possession** – After application of the occupancy certificate to the competent authority the promoter shall offer in writing the possession of the Apartment to the Allottee, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of application for Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the application of the Completion Certificate for the project.

In case, the allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.

- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2

7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of all the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.

7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after deducting the tax which was already been paid to the government by the promoter shall be returned by the promoter to the allottee within 45 days of such cancellation,

7.6 **Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, including

compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter here represents and warrants to the Allottee 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 for Residential and Commercial Purpose.
- (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 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 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 in the manner contemplated in this Agreement.
- (ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever.
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) 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. In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other

outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the application for Completion Certificate has been done to the competent authority and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

(xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the 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 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 is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid deducting the govt. Tax which was already been paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the allottee 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 under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities And GST / other government taxes and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee 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, 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 Applying of the occupancy certificate, as the case may be to the allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment

Maintenance Charges (Excluding GST/ Service Tax)

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ 2.00/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

ii) The actual amount of security deposit charged by the WBSEDCL authority is payable by the purchaser for his/her/their personal electric meter for their unit(s)/flat(s)/car-parking space(s).

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

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee 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 Service Areas: The service area, if any, as located within the 'PANACHE GREEN CITY', shall be earmarked for purposes such as services including but not limited to, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting

equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

15 COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, 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 goods 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 damage or jeopardized.
- 15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17 **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Promoter 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 (West Ben. Act XLI of 2017) and registered with

West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20 **BINDING EFFECT:**

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

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

24 WAIVER NOT A LIMIT AT IN 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 in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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 SERVICEABILITY:

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

Agreements 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 has to make any payment, in common with other Allottee(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 Apartment in the Project.

27 **FURTHER ASSURANCES:**

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

28 **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, at Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall

be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

29 NOTIES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below :

_____ (Name of Allottee)

_____ (Allottee Address)

M/s. _____ (Name of Promoter)

_____ (Promoter Address)

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

30 JOINT ALLOTES:

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

31 SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case

may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of 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 there under 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 obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act,1996.

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 first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. One Sri Amulya Dhone Ghose and Sri Mon Mohit Ghose, both sons of Late Tinkori Lal Ghose of 15, Mahanirban Road, Calcutta were the absolute owners of ALL THAT piece and parcel of a plot of Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 82 Decimals be the same a little more or less together with the brick built pucca houses, buildings, boundary walls and other structures, erections, fixtures , garden, tank, trees, plants, shrubs, other appendages and appurtenances thereunto belonging lying and situate at and being Municipal Holding no. 28, (formerly No. 24), Shyamnagar Road, Calcutta at Mouza – Shyamnagar(formerly Krishnapur), J.L. No. 32/20, Touzi Nos. 228 & 229, Pargana-Kalikata comprised in R.S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R. S. Khatian No. 28 under the police station of Dum Dum (formerly Rajarhat) within the limits of South Dum Dum Municipality in the then District of 24 Parganas at present North 24 Parganas free from all encumbrances whatsoever.

2. By virtue of a Deed of Conveyance dated 8th day of August, 1940 duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No.40, Pages 122 to 133, Being No.2209 for the year 1940, the said Sri Amulya Dhone Ghose and Sri Mon Mohit Ghose indefeasibly sold, transferred, conveyed, assigned and assured for the consideration herein mentioned ALL THAT piece and parcel of the said plot of Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 82 Decimals be the same a little more or less together with the brick built pucca houses, buildings, boundary walls and other structures, erections, fixtures, garden, tank, trees, plants, shrubs, other appendages and appurtenances thereunto belonging lying situate at and being Municipal Holding or premises No. 28 (formerly No. 24) Shyamnagar Road, Calcutta at Mouza Shyamnagar,(formerly Krishnapur), J. L. No. 32/20, Touzi No.228 & 229,Pargana Kalikata comprised in R. S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R.S. Khatian No.28 under the Police Station of Dum Dum(formerly Rajarhat)within the limits of South DumDum Municipality in the then District of 24 Parganas at present North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Amulya Chandra Guin,son of Late Purna

Chandra Guin of 7, Ramanath Mazumdar Street, Calcutta free from all encumbrances whatsoever.

3. Subsequent by virtue of a Deed of Conveyance dated 30th day of November, 1972 duly registered in the office of the Registrar of Assurances at Calcutta in Book No. I, Volume No. 178, Pages 111 to 123, Being no. 6102 for the year 1972 the said Sri Amulya Chandra Guin, indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece and parcel of the Southern portion of the said plot of Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 01(one) Bigha 16(sixteen) Cottahs 14 (fourteen) Chittacks 09 (Nine) Sq. Ft. be the same a little more or less out of 02(two) Bighas 06(six) Cottahs 14 (fourteen) Chittacks 09(nine) sq.ft. together with the brick built pucca houses, buildings, boundary walls and other structures erections, fixtures, garden, tank, trees, plants, shrubs, other appendages and appurtanances thereunto belong lying situate at and being Municipal Holding or Premises No. 28 (formerly No. 24) Shyamnagar Road, Calcutta at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20, Touzi Nos. 228 & 229 Pargana Kalikata comprised in R.S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R. S. Khatian No. 28 under the Police Station of Dum Dum (formerly Rajarhat) within the limits of South Dum Dum Municipality in the then District of 24 Parganas at present North 24 Parganas particularly mentioned and described in the Schedule-A thereunder written unto and in favour of Smt. Labanya Dutta, wife of Sri Amulendu Dutta of 104, Keshab Chandra Sen Street, Police Station Amherst Street, Calcutta free from all encumbrances whatsoever.
4. By virtue of an Indenture dated 2nd day of March, 1973 duly registered in the office of the Registrar of Assurances at Calcutta in Book No. I, Volume No. 55, Pages 210 to 222, Being No. 1254 for the year 1973, the said Smt. Labanya Dutta with the consent and confirmation of her husband Sri Amalendu Dutta indefeasibly sold, transferred, conveyed, assigned, and assured for the consideration therein mentioned ALL THAT piece and parcel of the said defined Southern portion of the said plo of Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 01(one) Bigha 16(sixteen) Cottahs 14(fourteen) Chittacks 09(nine) sq. ft. be the same a little more or less out of 02(two) Bighas 06(six) Cottahs 14 (fourteen) Chittacks 09(nine) sq. ft. together with the brick built pucca houses buildings, boundary walls and other structures, erections, fixtures garden, tank, t rees, plants, shrubs, other appendages and appurtenances thereunto belonging lying situate at and being Municipal Holding or Premises No. 28(formerly No. 24) Shyamnagar Road, Calcutta at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20, Touzi Nos. 228 & 229, Pargana – Kalikata comprised in R.S. Dag No. 960, 961, 962, 963, 964, 965 &

966 appertaining to R. S. Khatian No. 28 under the Police Station of Dum Dum (formerly Rajarhat) within the limits of South Dum Dum Municipality in the then District of 24 Parganas at present North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Sudhir Chandra Das, Sri Prosanta Chandra Das, Sri Samir Kumar Das, Sri Prabir Kumar Das, Sri Sanat Kumar Das and Sri Monojit Kumar Das, all sons of Krishna Chandra Das of 24/1, Mohon Bagan Row, Calcutta free from all encumbrances whatsoever.

5. Thereafter by virtue of another Deed of Conveyance dated 30th day of November, 1972 duly registered in the office of the Registrar of Assurances at Calcutta in Book No. I, Volume No. 204, Pages 201 to 211, Being No. 6103 for the year 1972, the said Sri Amulya Chandra Guin indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the balance defined Northern portion of the said plot of Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 10(ten) Cottahs be the same a little more or less together with the brick built pucca houses, buildings, boundary walls and other structures, erections, fixtures, garden, tank, trees, plants, shrubs, other appendages and appurtenances thereunto belonging lying and situate at and being Municipal Holding or Premises No. 28 (formerly No. 24) Shyamnagar Road, Calcutta at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20, Touzi Nos. 228 & 229, Pargana Kalikata comprised in R.S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R. S. Khatian No. 28 under the Police Station of Dum Dum (formerly Rajarhat) within the limits of South Dum Dum Municipality in the then District of 24 Parganas at present North 24 Parganas particularly mentioned and described in the Schedule – A thereunder written unto and in favour of Smt. Leela Bose, wife of Sri Bhupati Mohan Bose of Cables Colony Quarters, Howrah free from all encumbrances whatsoever.
6. By virtue of an Indenture dated 2nd day of March, 1973 duly registered in the office of the Registrar of Assurances at Calcutta in Book No. I, Volume No. 52, Pages 172 to 183, Being No. 1255 for the year 1973, the said Smt. Leela Bose with the consent and confirmation of her husband Sri Bhupati Mohan Bose indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said defined Northern portion of the said Mourashi Mocarari Raiyati land hereditaments and premises containing by estimation an area of 10(ten) Cottahs be the same a little more or less together with the brick built pucca houses, buildings, boundary walls and other structures, erections, fixtures, garden, tank, trees, plants, shrubs, other appendages and appurtenances thereunto belonging lying situate at and being Municipal Holding or premises No. 28(formerly No. 24), Shyamnagar Road, Calcutta at Mouza Shyamnagar (formerly Krishnapur), J. L. No.

32/20, Touzi Nos. 228 & 229, Pargana Kalikata comprised in R. S. Dag No. 960, 061, 962, 963, 964, 965 & 966 appertaining to R. S. Khatian No. 28 under the Police Station of Dum Dum (formerly Rajarhat) within the limits of South Dum Dum Municipality in the then District of 24 Parganas at present North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Sudhir Chandra Das, Sri Prosanta Chandra Das, Sri Samir Kumar Das, Sri Prabir Kumar Das, Sri Sanat Kumar Das and Sri Monojit Kumar Das, all sons of Krishna Chandra Das of 24/1, Mohon Bagan Row, Calcutta free from all encumbrances whatsoever.

7. After purchase of the said Mourashi MOKARARI Raiyati land hereditaments and premises containing by estimation a total area of 02(two) Bighas 06 (six) Cottahs 14 (fourteen) Chittacks 09(nine) sq. ft. but as per record of rights it stands to an area of 82 Decimals equivalent to 02(two) Bighas 09(nine) Cottahs 09 (nine) Chittacks 34(thirty four) sq. ft. be the same a little more or less together with structures thereon the said Sri Sudhir Chandra Das, Sri Prosanta Chandra Das, Sri Samir Kumar Das, Sri Prabir Kumar Das, Sri Sanat Kumar Das and Sri Monojit Kumar Das jointly mutated their names in the records of the South Dum Dum Municipality on payment of relevant taxes thereof and upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 72, Gouri Nath Shastri Sarani (old Holding No. 24 Shyamnagar Road, thereafter 28, Shyamnagar Road) also known as premises No. 28, Shyamnagar Road, Kolkata-700 055 under the Police Station of Dum Dum in the district of North 24 Parganas under Holding ID No. 47130.
8. By virtue of the said two Indentures the said Sri Sudhir Chandra Das, Sri Prosanta Chandra Das, Sri Samir Kumar Das, Sri Prabir Kumar Das, Sri Sanat Kumar Das and Sri Monojit Kumar Das thus became the absolute owners of ALL THAT piece or parcel of the said plot of Mourashi MOKARARI Raiyati land hereditaments and premises containing by estimation an area of 02(two) Bighas 06(six) Cottahs 14 (fourteen) Chittacks 09(nine) sq. ft. but as per record of rights it stands to an area of 82 Decimals equivalent to 02(two) Bighas 09(nine) Cottahs 09(nine) Chittacks 34 (thirty four) Sq. Ft. be the same a little more or less together with an one storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 72, Gouri Nath Shastri Sarani (old Holding No. 24, Shyamnagar Road thereafter 28, Shyamnagar Road) also known as premises No. 28, Shyamnagar Road, Kolkata-700 055 at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20, Touzi Nos. 228 & 229 comprised in R. S. Dag No. 960, 961, 962, 963, 964, 965, & 966 appertaining to R. S. Khatian No. 28 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27 in the District of North 24 Parganas free from all encumbrances whatsoever.

- 9.** The said Sudhir Chandra Das died intestate on 02.09.2001 leaving behind him his surviving wife Smt. Suprava Das and only son Sri Saubhanik Das as his only legal heirs and successors and accordingly upon the demise of the said Sudhir Chandra Das his undivided 1/6th share of the said land hereditaments and premises left by him devolved upon his wife and son the said Smt. Suprava Das and Sri Saubhanik Das (the owner Nos. 1 & 2 herein) in accordance with the Hindu Succession Act, 1956.
- 10.** The said Samir Kumar Das died intestate on 05.12.1998 leaving behind him his surviving wife Smt. Gayatri Das and only son Sri Anjan Das as his only legal heirs and successors and accordingly, upon the demise of the said Samir Kumar Das his undivided 1/6th share of the said land hereditaments and premises left by his devolved upon his wife and son the said Smt. Gayatri Das and Sri Anjan Das in accordance with the Hindu Succession Act, 1956.
- 11.** The said Sanat Kumar Das died in test at e on 29.09.1997 leaving behind him his surviving wife Smt. Sima Das and only daughter Smt. Sudeshna Das as his only legal heirs and successors and accordingly upon the demise of the said Sanat Kumar Das his undivided 1/6th share of the said land hereditaments and premises left by him devolved upon his wife and son the said Smt. Sima Das and Smt. Sudeshna Das (the owner Nos. 4 and 5 herein) in accordance with the Hindu Succession Act, 1956.
- 12.** The said Monojit Kumar Das died intestate on 24.06.2003 leaving behind him his surviving wife namely Smt. Mita Das and only daughter namely Smt. Sreemoyee Das as his only legal heirs and successors and accordingly upon the demise of the said Monojit Kumar Das the undivided 1/6th share of the said land hereditaments and premises left by him devolved upon his said wife and daughter in equal share in accordance with the Hindu Succession Act, 1956 and subsequently the said Mita Das died intestate on 06.08.2004 leaving behind her only daughter the said Smt. Sreemoyee Das (the owner No. 6 herein) and accordingly upon the demise of the said Mita Das her undivided share of the said land hereditaments and premises left by her devolved upon her only daughter the said Smt. Sreemoyee Das in accordance with the Hindu Succession Act, 1956.
- 13.** The said Prabir Kumar Das died intestate on 29.03.2015 as a bachelor leaving behind him his surviving only brother Sri Prosanta Chandra Das as his only legal heir and successor and accordingly upon the demise of the said Prabir Kumar Das the undivided 1/6th share of the said land hereditaments and premises left by him devolved upon his said brother Sri Prosanta Chandra Das (the owner No. 3 herein) in accordance with the Hindu Succession Act, 1956.

14. By virtue of a Deed of Conveyance dated 7th day of June, 2017 duly registered in the office of the Additional District Sub-registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2017, Pages 117501 to 117532, Being No. 150604082 for the year 2017, the said Smt. Gayatri Das and Sri Anjan Das, wife and son respectively of Late Samir Kumar Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the land hereditaments and premises containing by estimation an area of 13.67 Decimals equivalent to 08(eight) Cottahs 04 (four) Chittacks 15 (fifteen) sq. ft. be the same a little more or less together with a pucca structure thereon including all easements rights and appurtenances thereto being their undivided 1/6th share of the said Municipal Holding No. 72, Gouri Nath Shastri Sarani (Old Holding No. 24, Shyamnagar Road, thereafter 28, Shyamnagar Road) also known as Premises No. 28, Shyamnagar Road, Kolkata-700 055 at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20, Touzi Nos. 228 & 229 comprised in R. S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R.S. Khatian No. 28 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27 in the District of North 24 Parganas particularly mentioned and described in the Second Schedule hereunder written and the said entire land measuring an area of 82 Decimals equivalent to 02(two) Bighas 09(nine) Cottahs 09 (nine) Chittacks 34(thirty four) sq. ft. particularly mentioned and described in the First Schedule thereunder written unto and in favour of the Owner No. 2 herein the said Sri Saubhanik Das free from all encumbrances whatsoever.
15. By virtue of the said purchase and inheritance as mentioned herein above thus the Owners have herein become the absolute owners to the extent of undivided respective shares each and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT piece or parcel of a plot of bastu, pukur bagan and pukurpar land hereditaments and premises containing by estimation an area of 02(two) Bighas 06(six) Cottahs 14 (fourteen) Chittacks 09(nine) sq. ft. be the same a little more or less but as per record of rights it stands to an area of 82 Decimals equivalent to 02(two) Bighas 09(nine) Cottahs 09(nine) Chittacks 34 (thirty four) Sq. Ft. be the same a little more or less to get her with an one storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 72, Gouri Nath Shastri Sarani, (old Holding No. 24, Shyamnagar Road thereafter 28 Shyamnagar Road) also known as Premises No. 28, Shyamnagar Road, Kolkata-700 055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20, Touzi Nos. 228 & 229 comprised in R. S. Dag No. 960, 961, 962, 963, 964, 965 & 966 appertaining to R.S. Khatian No. 28 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27 in the District of North 24 Parganas particularly mentioned and**

described in the First Schedule hereunder written and hereinafter referred to as the “**SAID PROPERTY**” free from all encumbrances whatsoever

16. AND WHEREAS, The Owner herein entered in to a Development Agreement with **M/S KALPATARU HEIGHTS**, a Partnership Firm having its registered office at Premises No. 6, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700080, District – North 24 Parganas, vide a deed of Development Agreement executed and registered before the office of **ADSR Cossipore Dum Dum**, recorded in **Book number I, Volume number. 1506-2017, pages 121341 to 121407 being number 150604177 for the year 2017.**

17. AND WHEREAS, The Owner herein entered in to a Development Power of Attorney with **M/S KALPATARU HEIGHTS**, a Partnership Firm having its registered office at Premises No. 6, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700080, District – North 24 Parganas, vide a registered Development Power of Attorney executed and registered before the office of **ADSR Cossipore Dum Dum**, recorded in **Book number I, Volume number 1506-2017, pages 120743 to 120788 being number 150604188 for the year 2017.**

18. AND WHEREAS, by virtue of the aforesaid Development Agreement and registered Development Power of Attorney, the Developer hereto prepared a Building Plan in the name of the Landowners aforesaid and submitted before the Competent Authority for their sanction and got the same vide **No..... dated** from the

By virtue of the said Development agreement the Developer herein has after obtaining the physical possession of the said land from the Land Owner, commenced the construction works of multi-storied building on and upon the owner’s said demised land hereunder the Second Schedule which is under progress.

ARTICLE - III

ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Owner-Vendor herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned, described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and

except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the said Development Agreements and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

SCHEDULE-B

DESCRIPTION OF THE APARTMENT AND COVERED PARKING

PART-I

ALL THAT the Apartment No.____ with Carpet Area of _____ square feet (Super built up area_____ Sq. ft) approx constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ____ floor, Block No.____ of "**PANACHE GREEN CITY**" at **ALL THAT** piece and parcel of land admeasuring **02 (two) Bighas 06 (Six) Cottahs 14 (Fourteen) Chittacks 09 (Nine) Sq. ft.**, be the same a little more or less as per record of right it stands to an area of **82 Decimal** equivalent to **02(two) Bighas 09(nine) Cottahs 09(nine) Chittacks 34 (thirty four) Sq. Ft.** be the same little more or less togetherwith a cemented flooring one storied building thereon measuring an area of 2004 sq. ft. including all easement rights and appurtenances thereto lying and situate at and being Municipal Holding No. 72, Gouri Nath Shastri Sarani (old Holding No. 24, Shyamnagar Road thereafter 28, Shyamnagar Road) also known as Premises No. 28, Shyamnagar Road, Kolkata – 700055 at Mouza – Shyamnagar (formerly krishnapur), J.L. No. 32/20, Touzi Nos. 228 & 229 comprised in **R.S Dag Nos. 960 (bagan land measuring 12 decimal), 961 (Pukurpar measuring 03 decimal), 963 (bastu land measuring 13 decimal togetherwith an one storied building measuring 1500 sq.ft.), 964 (pukurpar measuring 20 decimal), 965 (bastu land measuring 05 decimal togetherwith an one storied building measuring 504 sq.ft.) & 966 (pukurpar measuring 16 decimal)** appertaining to **R.S. Khatian No. 28** under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 27,

Additional District Sub Registration Office at Cossipore Dum Dum in the District of North 24 Parganas.

PART-II

ALL THAT Parking space purchased with the right to park for sized car(s) and zero (o) two wheeler(s) in the covered parking space in the Building.

SCHEDULE 'C'

PAYMENT PLAN

PART-I

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for
Construction and completion of the said Apartment Rs...../-
No._____ on ____ floor admeasuring _____ sq.ft.
Approx Carpet Area. (Super Built up area_____ Sq. ft)
- (b) Consideration for the right to park a car
in the said parking space Rs...../-

AGREED CONSIDERATION Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number _____

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART – II

Payment Terms

20% at the time of Agreement plus GST.

20% at the time of roof casting of proposed flat plus GST.

20% at the time of brick work and plastering plus GST.

20% at the time of flooring plus GST.

10% at the time of finishing work plus GST.

10% at the time of Possession or Registration which is early plus GST.

PART – III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of **“Promoter”** i.e. **“KALPATARU HEIGHTS”** and the Partnership Firm shall deduct 12% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – IV

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than December 2020, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – V

Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

- (c) Charges levied by the “**Promoter**” for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

PART – VI

Additional consideration payable to the “**Promoter**” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “**Promoter**”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

PART – VII

“DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 2 year Maintenance Fund @ Rs. 2/= [Rupees Two only] per sq. ft for 24 [twenty Four] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters

- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Promoter”** at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE APARTMENT)

FOUNDATION

R.C.C. shallow foundation (isolated, combined, mate etc.).

FLOORS

The entire floors of the proposed building will be provided with branded Company’s Vitrified Tiles.

WALLS

Outer wall 8” thick, inner wall 3” thick & partition wall between each flat 5” thick.

DOORS

4” x 2.5” section Door Frame made with Wood, Single palla WOODEN Main door with POLISH finishes and to be fixed with GODREJ NIGHT LATCH and MAGIC EYE, and other doors are 32 mm. ISI BOILING WATER PROFF FLUSH DOOR finished with WOOD PRIMER, PVC DOOR in TOILETS with necessary HANDLES, SCREWS and fittings of ISI Marked.

WINDOWS

Aluminum Sliding Windows with projected M.S. Grill.

KITCHEN

Cooking platform made with Black granite SLAB fitted with STAINLESS STEEL SINK and one LONG GODY C.P. COCK with arrangement. One additional Bib Cock will be provided under the Sink 2’ ft. height glazed tiles in front of Cooking Platform, One Exhaust Fan point with Cover, One light point and One 15 AMP Power point for Mixer Grinder.

TOILETS

8” x 12” Luster Series Color Printed Colour Printed Concept glazed tiles in walls upto Door frame level, Concealed PVC Pipe line for hot and cold water, Geyser point, Shower point with necessary C.P. Fittings of ESSCO Band and White Porcelain Commode for

Common Toilet and a plain white commode for Attached Toilet of with necessary fittings and white PVC Cistern of same Make.

SANITARY

All sanitary lines both vertical & horizontal for each and every kitchen & toilets of each flat will be finished with SUPREME make HDPE pipe & fittings.

PLUMBING

½" diameter concealed PVC Pipe & Fittings will be provided in Kitchen & Toilets, 1.5" diameter PVC pipe, Fittings & necessary Valves (ISI Marked) will be provided for 24 hours water supply from overhead reservoir to each flat.

ELECTRICALS

All wiring including T.V. & Telephone connections will be concealed by PVC CONDUITE with FLAME RETARDANT PVC INSULATED CABLES of necessary GAUGE and specification of FINOLEX Brand along with Finger Tips Switch, Plug points and 15 Amp. Power points, Fuses, Main switches of ISI Marked.

INTERIOR WALL COATS

All interiors walls will be finished with a coat of Plaster of Paris.

EXTERNAL PAINTS

External walls will be finished with Exterior Acrylic Emulsion.

ROOF TREATMENT

The entire roof surface of the proposed buildings will be provided with 10" x 10" water proof roof tiles with necessary water-proofing chemical treatment.

EXTRA WORK

All extra work other than this specification will be charged by extra over flat, Open Car Parking value and that must be paid in Advance.

THE SCHEDULE "E" ABOVE REFERRED TO

(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

Two Lift in each block

Fire Fighting arrangement as per sanctioned fire plan

Intercom in each flat

CCTV surveillance.

PART-II

B. **COMMON PARTS** and **PORTIONS** in the **COMPLEX** are listed as under. These **COMMON PARTS** and **PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project **PANACHE GREEN CITY**. Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS** and **PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

AC Gymnasium

AC Community Hall

Kids Play Area