



Ref No:.....

Date :.....

## ALLOTMENT LETTER

Date: \_\_\_\_\_

To,  
Mr./Mrs./Miss

Address:

E-mail id:

**Ref.:** Application No. \_\_\_\_\_ Dated \_\_\_\_\_

**Sub:** Allotment of Apartment No \_\_\_\_\_ on \_\_\_\_\_ in the project known as "Cancun Skylark" situated at R.S./L.R. Dag Nos. 1938 & 1939, under L.R. *Khatian* Nos. 104/1, 1057, 1211/1, 1213/1, 2504, 1351/1, 411, 351, 142, 1938/1, 1466, 1755, 933, 2884, 696, 669/1, 238/1 & 2585, Mouza- Chakpachuriya, J.L No. 33, within the local limits of *Patharghata Gram Panchayet*, Police Station - New Town [formerly Rajarhat] Additional District Sub-Registration Office at Rajarhat, New Town, in the District - North 24 Parganas.

Dear Sir/Madam,

We hereby allot you \_\_\_\_\_ on \_\_\_\_\_ floor (hereinafter referred to as the Apartment) in our proposed building to be constructed known as "Cancun Skylark" situated at Mouza- Chakpachuriya for the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). We have received a sum of Rs. \_\_\_\_\_ /-

(Rupees \_\_\_\_\_ Only) as booking money in respect of the above referred apartment. Details of the same are as follows:

Sl. No.	Date	Cheque No.	Bank Name	Branch	Amount
1					
Total					

Project is registered as per the provisions of WBHIRA with the Real Estate Industry Regulatory Authority at \_\_\_\_\_ under No. \_\_\_\_\_.

This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the Real Estate (Regulation and Development) Act, 2017, (as amended up to date) on terms and conditions, which may contain therein. You undertake to execute the Ownership Agreement as and when called upon you by us and pay the necessary stamp duty and registration charges thereof. All the terms and conditions mentioned in the Allotment Letter and/or Agreement for Sale or such other documents executed for sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

**Terms and Conditions:**

1. All the terms and conditions mentioned in the Agreement to sale document which as per HIRA Act and personally shown to the allottee are applicable to this letter of allotment.
2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value shown in the Table as per Annexure - A attached herewith.
3. The sale consideration of the Unit is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), including consideration for exclusive balcony and preferred location charges, if any, (hereinafter referred to as "Basic Sale Consideration of Unit").
4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):



a) One year maintenance charges: Rs.24 /- per Sqaure Feet (Rupees Twenty Four only);

b) Extra Development Charges

(FOR 1BHK) : Rs. 1,00,000/-+ GST  
(FOR 2BHK) : Rs. 1,50,000/-+GST  
(FOR 3 BHK) : Rs. 1,80,000/-+GST

c) Legal and Administrative Charges: 1% of present market value /- (Rupees \_\_\_\_\_ only);

f) GST: Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only);

g) Club membership Charges: Rs. 24/- per Square Feet  
(Rupees Twenty Four only)

h)

OPEN CAR PARKING	Rs. 3.50 Lacs+GST
COVERED CAR PARKING	Rs. 4.50 Lacs+GST
TWO WHEELER PARKING	Rs. 50,000 + GST

5. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), which shall hereinafter be referred to as "Total Payable Amount".
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, GST or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and more specifically detailed in Annexure - A annexed herewith.
7. The allottee shall not transfer resale this unit without prior consent of promoter till the document agreement to sale is registered.
8. In the event the allottee fails to make payment after booking the unit till the registration of the agreement to sale, the liquidated damages of 10% on the amount paid shall be recovered and the rest amount will be refunded with no interest.

9. All letters, circulars, receipt and /or notices to be served on allottee as contemplated by this present shall be deemed to have been duly served if sent by registered post A.D. at the address given by the allottee to us and on e-mail Id provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations.

10. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Kolkata alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Phone No.:  
Email:

Kindly confirm the above arrangement by signing the Allotment Letter.

Thanking You,  
Yours faithfully,  
confirm and accept

For M/s \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partner

CANCUN CONSTRUCTIONS



Partner

Bank Details are as under -

Account Name	CANCUN CONSTRUCTIONS
Account Number	915020028171280
Bank	Axis Bank Ltd
Branch	BAGUIATI
IFSC Code	UTIB0000026

**Annexure A  
(Payment Details)**

➤ **Payment Schedule**

INSTALLMENT PAYMENT PLAN		
Sl.No.	Time of Payment	% of Sale Consideration
1.	Booking Amount	10 % of BasicPrice
2.	On Excavation Work	15% of BasicPrice
3.	On Casting of Basement Roof Slab	7% of BasicPrice + 50% of Other Charges
4.	On Casting of Stilt Floor Slab	7% of Basic Price
5.	On Casting of 1st Floor Roof Slab	7% of Basic Price
6.	On Casting of 2 <sup>nd</sup> Floor Roof Slab	7% of Basic Price
7.	On Casting of 3rd Floor Roof Slab	7% of BasicPrice + 50% of Other Charges
8.	On Casting of 4 <sup>th</sup> Floor Roof Slab	7% of Basic Price
9.	On Casting of 5 <sup>th</sup> Floor Roof Slab	7% of Basic Price
10.	On Casting of 6 <sup>th</sup> Floor Roof Slab	7% of Basic Price
11.	On Casting of 7 <sup>th</sup> Floor Roof Slab	7% of Basic Price
12.	Ongoing brick work	7% of Basic Price
13.	At the time of possession	5 % of BasicPrice
	TOTAL	100 %

CANCUN CONSTRUCTIONS  
*Q. E. N. M. S. M.*

Partner

**ANNEXURE - A**

**[See rule 9]**

**AGREEMENT FOR SALE**

This Agreement for Sale (Agreement) executed on this      day of 20      ,

**By and Between**

**CANCUN CONSTRUCTIONS**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at PSIXL Building, Chinar Park, Atghara, 5<sup>th</sup> Floor, Room No- 505, Kolkata- 700136, (**PAN No. AAIFC1651K**), represented by its authorized Partner **DEBASIS BISWAS (PAN AJHPB3184C)** (Aadhar no. 9125 1243 3934 ) authorized vide hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns);

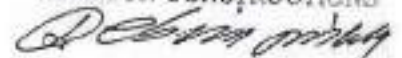
AND

[If the Allottee is a company]

, (CIN no.      ) a company incorporated under the provisions of the Companies Act, [1956 or 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" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

CANCUN CONSTRUCTIONS



Partner

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, 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 and permitted assignees).

[OR]

[If the Allottee is a HUF]

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

[Please insert details of other allottee(s), in case of more than one allottee]

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 Bengal 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 Promoter is the absolute and lawfully authorized to constructed multi storied building upon the **ALL THAT** piece and parcel of land admeasuring an area of total **81 (eighty one) Decimals** be the same a little more or less, comprised in **R.S./L.R. Dag Nos. 1938 & 1939**, under L.R. *Khatian* Nos. 104/1, 1057, 1211/1, 1213/1, 2504, 1351/1, 411, 351, 142, 1938/1, 1466, 1755, 933, 2884, 696, 669/1, 238/1 & 2585 lying and situated at Mouja - **Chakpachuria** , J.L No. 33, within the local limits of *Patharghata Gram Panchayet*, Police Station - New Town [formerly Rajarhat] Additional District Sub-Registration Office at Rajarhat, New Town, in the District - North 24 Parganas vide 9 nos of development agreement which was registered in the office of the A.D.S.R Rajarhat which recorded in the i) Book No. 1, CD Volume No. 2, Pages from 10235 to 10258 being Deed No. 01102 for the year 2015, ii) Book No. 1, CD Volume No. 2, Pages from 10375 to 10394 being Deed No.01103 for the year 2015, iii) Book No. 1, CD Volume No. 2, Pages from 10473 to 10492 being Deed No. 01105 for the year 2015, iv) Book No. 1, CD Volume No. 2, Pages from 10493 to 10516 being Deed No. 01106 for the year 2015, v) Book no. 1, CD Volume no. 2, Pages 10517 to 10536, Being no. 01107 for the year 2015,vi) Book No. 1, CD Volume No. 2, Pages from 10537 to 10557 being Deed No. 01108 for the year 2015,vii) Book No. I, CD Volume No. 4, Pages from 4283 to 4301 being Deed No. 01957 for the year 2015,viii) Book No. I, Volume No. 1523-2015, Pages from 76322 to 76350 being Deed No. 08631 for the year 2015,ix) Book No. 1, Volume No. 1523/2017, Pages from 72730 to 72759 being Deed No. 2483 for the year 2017.
- B. The said land is earmarked for the purpose of building of a residential project, comprising G+7 multistoried apartment buildings and the said project shall be known as "CANCUN SKYLARK"

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential



development shall be permitted unless it is a part of the plan approved by the competent authority;

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed;
- D. The Zila Parishad North 24 Parganas has granted the commencement certificate to develop the project vide approval dated bearing registration no. \_\_\_\_\_
- E. The Promoter has obtained the final layout plan, specifications and approvals for the project and also the apartment, plot or building, as the case may be from Zila Parishad North 24 Pargana. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_
- G. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;



Partner

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

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G;

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

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2. The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("Total Price"))

(Give break up and description):

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet
Total Price (in rupees)	

\*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment
  - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
  - (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 piece 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, marble, tiles, doors, windows, fire detection and firefighting equipments in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3. 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. Provided that if there is any new

imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be changed from the Allottee.

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

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

1.6. The Promoter shall confirm 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall 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.

1.7. Subject to Clause 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 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, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.8. It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9. 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 charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the 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 and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10. The Allottee has paid a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] 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 [Apartment/Plot] 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 for 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 in favour of Cancun Constructions payable at Axis Bank.

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

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 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 shall 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 this 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/Plot], 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 the allottees or the competent authority, as the case may be.

**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, floor plans, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant State laws] 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/PLOT :**

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 31/12/2024, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force

Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of 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 issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of [Apartment/Plot]:**

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 7.2, such Allottee shall continue to be liable to pay 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 the Apartment 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 the Allottee or the competent authority, as the case may be, as per the local laws.

**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 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter 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 promoter to the allottee within forty five days of it becoming due.

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

The Promoter hereby 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;

- (iii) There are no encumbrances upon the said 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) 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 the Allottees or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 specification, 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 penal 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 by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;  
Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty five days of it becoming due.

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 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 specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 30 days 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 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 (three) months from the issuance of the occupancy certificate and the completion certificate, as the case may be to the allottee;

However, in case the Allottee fails to deposit the stamp duty, 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 the 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.

**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 charge, 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, garages/covered parking's 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/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE :**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Cancun Skylark, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

- (i) 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- (iii) 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 it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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 (OF 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 Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in 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 SubRegistrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-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, which 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 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 LIMITATION TO ENFORCE :**

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY :**

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

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

Wherever in this Agreement it is stipulated that the Allottee 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/Plot] bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES :**

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

**28. PLACE OF EXECUTION :**

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

**29. NOTICES :**

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 Cancun Constructions  
PSIXL Building, Chinar Park,  
Atghara, 5<sup>th</sup> Floor, Room No- 505,  
Kolkata- 700136

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 ALLOTTEES :**



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. 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.

**32. DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

**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 \_\_\_\_\_

please affix

Name \_\_\_\_\_

photographs and

Address \_\_\_\_\_

sign across

the photographs

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

please affix

Name \_\_\_\_\_  
photographs and  
Address \_\_\_\_\_  
sign across

the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: **CANCUN CONSTRUCTIONS**  
*Q. Carlos Arizola*

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
photographs and  
Address \_\_\_\_\_  
sign across

please affix

the photographs

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

WTNESSES :

1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE 'A'** - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND  
THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN  
ALL FOUR DIRECTIONS

**SCHEDULE 'B'** - FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C' -**

INSTALLMENT PAYMENT PLAN		
Sl.No.	Time of Payment	% of Sale Consideration
1.	Booking Amount	10 % of BasicPrice
2.	On Excavation Work	15% of BasicPrice
3.	On Casting of Basement Roof Slab	7% of BasicPrice + 50% of Other Charges
4.	On Casting of Stilt Floor Slab	7% of Basic Price
5.	On Casting of 1st Floor Roof Slab	7% of Basic Price
6.	On Casting of 2 <sup>nd</sup> Floor Roof Slab	7% of Basic Price
7.	On Casting of 3rd Floor Roof Slab	7% of BasicPrice + 50% of Other Charges
8.	On Casting of 4 <sup>th</sup> Floor Roof Slab	7% of Basic Price
9.	On Casting of 5 <sup>th</sup> Floor Roof Slab	7% of Basic Price
10.	On Casting of 6 <sup>th</sup> Floor Roof Slab	7% of Basic Price
11.	On Casting of 7 <sup>th</sup> Floor Roof Slab	7% of Basic Price
12.	Ongoing brick work	7% of Basic Price
13.	At the time of possession	5 % of BasicPrice
	<b>TOTAL</b>	<b>100 %</b>

**SCHEDULE 'D' -**

<b>STRUCTURE</b>	:	Building designed with R C C Frame structure which rest on individual column, design approved by the competent authority.
<b>EXTERNAL WALL</b>	:	8" thick brick wall and plastered with cement mortar.
<b>INTERNAL WALL</b>	:	5"/3" thick brick wall and plastered with cement mortar.
<b>FLOORING :-</b>		
Living/Dining	:	Vitrified Tiles.
Bedrooms	:	Wooden Flooring on master bed room, and Vitrified tiles in remaining bedrooms.

Balcony : Vitrified Tiles.

**KITCHEN :-**

Counter : Granite Top above with Stainless Steel Sink.

Flooring : Anti Skid tiles.

Dado from counter 2Ft. : Size of Tile - 300mm X 450mm.

**TOILET :-**

Attached Toilet Flooring : Anti Skid tiles.

Common Toilet Flooring : Anti Skid tiles.

Dado up to 7 Ft. : Size of Tile - 300mm X 450mm.

**COMMON AREAS:**

Staircase : Kota Stone.

Lobby : Marble/Anti Skid tiles.

**PAINTS :-**

Exterior Walls : Weather Proof paint with Anti-efflorescence paint.

**DOORS :-**

Main Door : Entrance polished Flush Doors.

Internal : Flush Door.

Toilet : Flush Door.

Locks at all Doors : Standard quality lock.

**SANITARY :-**

Toilets : Hot and Cold water in both the Toilets with European Style sanitary fittings of Standard Quality with elegant C.P Fittings (ISI) with foam flow.

Kitchen : Stainless Steel Sink with movable Sink Cock (ISI).

Window : Aluminum Sliding Window.

**ELEVATORS :-**

Cabling & Accessories : Elevators of reputed Brand with Automatic Rescue Device.

**ELECTRICALS :-**

Living /Dining : All Modular Switches (ISI).

Bedroom : A.C. Point (in Master Bedroom only).

Toilets : Geyser Point in Common toilet.

Main D.B. : Double Door D.B. Box with elegant look (ISI).

Kitchen : Water purifier, microwave & Refrigerator Point.

**WATER SUPPLY** : 24 Hours uninterrupted filtered water supply from deep tube-well catered by Main & Standby Pump at all corners.

**POWER BACK UP** : 24 X 7 Power Supply.

**SCHEDULE "E"**

- 1) Lift
- 2) Fire Fighting
- 3) Water Supply
- 4) Power Back up
- 5) 24 X 7 Security Service
- 6) Club
- 7) Gym Room

CANCUN CONSTRUCTIONS

  
Partner

3.1.1 ACHIRUDDIN MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.2 BOKRAY ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.3 KASRUDDIN MOLLA ALIAS KACHHINDUDDIN MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.4 MOHRUDDIN MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.5 SAYYEDUDDIN MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.6 SHANT ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Kabi Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.7 SURIS ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Kabi Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.8 ABRAR ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Asim Ali Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.9 SAHIF ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Asim Ali Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

**DEED OF CONVEYANCE**

3.1.10 HANIF ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Khadim Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

3.1.11 HANIF ALI MOLLA (PAN No. \_\_\_\_\_) son of Late Asim Ali Molla, by birth Islam, by occupation Business, by nationality Indian, residing at Balgach, Post Office Chakrabortya, Police Station New Town, Kolkata 700 156, District North 24 Parganas.

- 1. **Date:**
- 2. **Place: Kolkata**
- 3. **Parties:**

CANCUN CONSTRUCTIONS  
*Deben Prity*

Partner

- 3.1.1 ACHIRUDDIN MOLLA (PAN No. \_\_\_\_\_)**, son of Late Khatibbar Molla, by faith Islam, by occupation- Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.2 BORKAT ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Khatibbar Molla, by faith Islam, by occupation- Business, by nationality - Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District - North 24 Parganas.
- 3.1.3 MASIRUDDN MOLLA ALIAS MACHHIRUDDIN MOLLA (PAN No. \_\_\_\_\_)**, son of Late Khatibbar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.4 MOHIUDDIN MOLLA (PAN No. \_\_\_\_\_)**, son of Late Khatibbar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.5 MAYNUDDIN MOLLA (PAN No. \_\_\_\_\_)**, son of Late Khatibbar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.6 MUJIT ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Kalu Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.7 SUBID ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Kalu Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.8 ASRAF ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Adam Ali Molla alias Adam Ali, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.9 HANIF ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Adam Ali Molla alias Adam Ali, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.10 HAMIDUL ISLAM (PAN No. \_\_\_\_\_)**, son of Late Khadem Ali Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.11 UJALA BIBI (PAN No. \_\_\_\_\_)**, daughter of Late Adam Ali Molla alias Adam Ali, by faith Islam, by occupation Housewife, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.12 RABIA BIBI (PAN No. \_\_\_\_\_)**, daughter of Late Adam Ali Molla alias Adam Ali, by faith Islam, by occupation Housewife, by nationality Indian, residing at

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Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.

- 3.1.13 ASIA BIBI (PAN No. \_\_\_\_\_)**, wife of Abdur Rahaman Molla, by faith Muslim, by occupation Housewife, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.14 EBRAHIM MOLLA (PAN No. \_\_\_\_\_)**, son of Abdur Rahaman Molla, by faith Muslim, by occupation House Wife, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 059, District North 24 Parganas.
- 3.1.15 RAHIM MOLLA ALIAS RAHIM ALI (PAN No. \_\_\_\_\_)**, son of Late Daulat Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.16 ABED ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Samez Ali aias Samez Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.17 JABED ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Samez Ali aias Samez Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.18 SOKORJAN BIBI (PAN No. \_\_\_\_\_)**, Daughter of Late Samez Ali aias Samez Molla, by faith Islam, by occupation Housewife, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.19 MD. JALIL MOLLA (PAN No. \_\_\_\_\_)**, son of Late Akarim Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Village Baligori, Post Office Chakpachuria, Police Station New town, District North 24 Parganas, Kolkata 700 156.
- 3.1.20 MD. JINNATH ALI MOLLA (PAN No. \_\_\_\_\_)**, son of Late Abdul Chhatar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.21 MD. JOYNAL ABEDIN MOLLA ALIAS JOYNAL ABEDIN (PAN No. \_\_\_\_\_)**, son of Late Abdul Chhatar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.22 MD. AYANAUL HAQUE MOLLA ALIAS AINUL HAQUE MOLLA (PAN No. \_\_\_\_\_)**, son of Late Abdul Chhatar Molla, by faith Islam, by occupation Business, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, District North 24 Parganas.
- 3.1.23 RUBIYA BIBI (PAN No. \_\_\_\_\_)**, wife of Late Md. Ziad Ali Molla, by faith Islam, by occupation Housewife, by nationality Indian, residing at Baligori, Post Office Chakpachuria, Police Station New Town, Kolkata 700 156, in the District North 24 Parganas.

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**3.1.24 SMT. TAPASI BISWAS (PAN No. AKEPB8585F)**, wife of Sri Debasis Biswas, residing at Village Bajetaraf, Post Office Shikharpur, Police Station Rajarhat, Kolkata 700 135, in the District of North 24 Parganas, by faith Hindu, by occupation Housewife, by Nationality Indian, hereinafter called and referred to as the "**LANDOWNERS/VENDORS**" (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors, administrators, executors, representatives and assigns) of the **FIRST PART**. The aforesaid Landowners/Vendors herein are duly represented by their Constituted Attorney namely, **DEBASIS BISWAS (PAN AJHPB3184C)**, son of Sadhan Chandra Biswas, by faith Hindu, by occupation Business, by nationality Indian, residing at Bajetaraf, Post Office Shikharpur, Police Station Rajarhat, District North 24 Parganas, West Bengal and Kolkata 700 135.

**AND**

**3.2 CANCUN CONSTRUCTIONS (PAN No. AAIFC1651K)** a partnership firm having its office at Salua Roypara, Post Office Rajarhat Gopalpur, Police Station Airport, Kolkata 700 136, District North 24 Parganas, West Bengal duly represented by one of its partners namely, **DEBASIS BISWAS (PAN AJHPB3184C)**, son of Sadhan Chandra Biswas by faith Hindu, by occupation Business, by Nationality Indian, resident of Bajetaraf, Post Office Shikharpur, Police Station Rajarhat, District North 24 Parganas, West Bengal and Kolkata 700 135 and presently residing at Salua Roypara, Post Office Rajarhat Gopalpur, Police Station Airport, District North 24 Parganas, West Bengal, Kolkata 700 136, hereinafter called and referred to as the "**DEVELOPER**" (which term and expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors, successors-in-interests, administrators, executors, representatives and assigns) of the **SECOND PART**.

**AND**

**3.3** ..... (PAN: .....), son of ..... by faith ....., by occupation ....., by Nationality ....., residing at ....., hereinafter called and referred to as the "**PURCHASER/S**" (which term and expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors, successors-in-interests, administrators, executors, representatives and assigns) of the **THIRD PART**. Landowner/Vendor/Purchaser/s and Developer collectively Parties and individually Party.  
Land owner/Vendor/Purchaser and Developer collectively Parties and individually Party.

**NOW THIS DEED OF CONVEYANCE WITNESS RECORDS BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES** as follows:

**4 Subject Matter of Deed of Conveyance:**

**4.1 Transfer of the Share Property & Appurtenances:**

**4.1.1 Said Flat: ALL THAT** piece and parcel of one independent residential Unit/Flat being measuring more or less ..... **Square Feet** (.....) carpet on the **Block** -....., **Flat No.**....., on the ..... **Floor** along with open car parking space lying and situated in the building complex namely '**SKYLARK**' at Mouza Chakpachuria, Post Office Chakpachuria, Police Station Newtown, Kolkata

700156, morefully described in the **Part - I** of the **Second Schedule** hereunder written, situated on the land morefully described in the **First Schedule** hereunder written (**Said Property**).(**Said Property which is marked with red border in the Floor Plan annex herewith**).

- 4.1.2 **Land Share:** Undivided impartial proportionate and variable share in the land comprised in the said property as is attributable to the said Flat (land share). The land share is/shall be derived by taking into consideration the proportion, which the carpet area of the said Flat bear to the total super built-up area of the said Building Complex.
- 4.1.3 **Share in Common Portion:** Undivided impartable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Building Complex as is attributable to the Said Flat (share in common Portions) the said common areas, amenities, and facilities being described in the **THIRD SCHEDULE** below (collectively Common portions). The share in common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the said Flat bears to the total carpet area of the Said Building Complex.

The Said Flat, the Land Share, and the Share In Common Portions collectively described in **PART-II** of the **SECOND SCHEDULE** below (collectively **Said Flat and Appurtenances**).

## 5 Background

- 5.1 **Absolute ownership of Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla [Owners No. 3.1 to 3.5]:** Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla, [Owners No. 3.1 to 3.5 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. *Khatian* Nos. 104/1, 1057, 1211/1, 1213/1 & 2504 in *Mouza - Chakpachuria*, J.L No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.2 **Registered Development Agreement:** The said Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla jointly executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the present Developer M/s Cancun Construction for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10235 to 10258 being Deed No. 01102 for the year 2015.
- 5.1.3 **Registered Power of Attorney:** The said Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla jointly executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10770 to 10783 being Deed No. 01114 for the year 2015.
- 5.1.4 **Recorded ownership of Kalu Molla:** One Kalu Molla was the recorded owner of shali land measuring 11 (eleven) Decimals comprised in R.S. /L.R. *Dag* No. 1938 under L.R. *Khatian* No. 411, lying at *Mouza- Chakpachuria*, J.L No. 33, Re. Su. No. 252, *Touzi* No. 10, Police Station - New Town [formerly Rajarhat], in the District -

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North 24 Parganas, West Bengal by virtue of own L.R. Settlement Record of Rights absolutely free from all encumbrances whatsoever.

- 5.1.5. **Demise of Kalu Molla** : The said Kalu Molla died intestate leaving behind his two sons namely Mujit Ali Molla, Subit Ali Molla, three daughters namely, Suklal Bibi, Chhakina Bibi and Zarina Bibi as his legal heirs and successors to his estate and they become the owners of the said land measuring 11 Decimals in terms of the Muslim Farayez Act, where each son had entitled land measuring an area of 3.14 decimals and each daughter had entitled land measuring 1.57 or 1.58 decimals more or less.
- 5.1.6. **Record by Mujit Ali Molla**: After obtained the said land measuring 3.14 decimals, by virtue of inheritance from father late Kalu Molla, the said Mujit Ali Molla duly recorded his name to the BL & L.R. office at the time of L.R. Settlement Record of rights being L.R. *Khatian* No. 1351/1 as absolute owner and possessor thereof.
- 5.1.7. **Sale by Subid Ali Molla to Mujit Ali Molla** : The said Subid Ali Molla sold transferred a portion of land measuring an area of 2 (two) Decimals out of said 3.14 decimals comprised in R.S./L.R. Dag No. 1938 under L.R. *Khatian* No. 411 at *Mouza- Chakpachuria*, J.L No. 33, Re. Su. No. 252, *Touzi* No. 10, Police Station - New Town [formerly Rajarhat], in the District - North 24 Parganas to his brother namely Mujit Ali Molla, by a registered Deed of Sale registered at the office of the Additional District Sub-Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 160, Pages from 143 to 148, Being No. 7469 in the year 1994 against valuable consideration mentioned thereon.
- 5.1.8. **Sale by Abdul Latib Molla to Mujit Ali Molla and others** : One Abdul Latib Molla sold transferred of land measuring an area of 7.34 Decimals more or less comprised in R.S./L.R. Dag No. 1938 under L.R. *Khatian* No. 351 at *Mouza- Chakpachuria*, J.L No. 33, Re. Su. No. 252, *Touzi* No. 10, Police Station - New Town [formerly Rajarhat], in the District - North 24 Parganas to said Mujit Ali Molla and others, by a registered Deed of Sale registered at the office of the Additional District Sub-Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 160, Pages from 411 to 416, Being No. 7512 in the year 1989 against valuable consideration mentioned thereon where the said Mujit Ali Molla became the absolute owner of land measuring an area of 1.83 decimals out of 7.34 decimals.
- 5.1.9. **Sale by Suklal Bibi to Mujit Ali Molla** : The said Suklal Bibi sold transferred of land measuring an area of 1.58 Decimals comprised in R.S./L.R. Dag No. 1938 under L.R. *Khatian* No. 411 at *Mouza- Chakpachuria*, J.L No. 33, Re. Su. No. 252, *Touzi* No. 10, Police Station - New Town [formerly Rajarhat], in the District - North 24 Parganas to his brother namely Mujit Ali Molla, by a registered Deed of Sale registered at the office of the Additional District Sub-Registrar Rajarhat New Town and recorded in Book No. I, CD Volume No. 1, Pages from 12890 to 12899, Being No. 00657 in the year 2013 against valuable consideration mentioned thereon.
- 5.1.10 **Absolute ownership of Mujit Ali Molla [Owners No. 3.6]**: one Mujit Ali Molla [Owners No. 3.6 herein], absolute owner of *Sali* land measuring 8.55 (eight point five five) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. *Khatian* Nos. 1351/1 & 411 in *Mouza - Chakpachuria*, J.L No. 33, Re. Su. No. 252, *Touzi* No. 10, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.11 **Registered Development Agreement**: The said Mujit Ali Molla [Owners No. 3.6] executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the

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present Developer M/s Cancan Constructions for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub- Registrar at Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10375 to 10394 being Deed No.01103 for the year 2015.

- 5.1.12 **Registered Power of Attorney:** The said Mujit Ali Molla executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10747 to 10757, Being no.01112 for the year 2015.
- 5.1.13 **Absolute ownership of Subid Ali Molla [Owners No. 3.7] :** one Subid Ali Molla [Owners No. 3.7 herein], absolute owner of *Sali* land measuring 1.14 (one point one four) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian No. 411 in *Mouza* - Chakpachuria, J.L No. 33, Re. Su. No. 252, Touzi No. 10, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.14 **Registered Development Agreement:** The said Subid Ali Molla executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the present Developer M/s Cancan Constructions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10473 to 10492 being Deed No. 01105 for the year 2015.
- 5.1.15 **Registered Power of Attorney:** The said Subid Ali Molla executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10736 to 10746 being Deed No. 01111 for the year 2015.
- 5.1.16 **Absolute ownership of Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla [Owners No. 3.8 to 3.14]:** One Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla [Owners No. 3.8 to 3.14 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 142 & 1938/1, in *Mouza* - Chakpachuria, J.L No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.17 **Registered Development Agreement:** The said Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla jointly executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the present Developer M/s Cancuacn Constructions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10493 to 10516 being Deed No. 01106 for the year 2015.
- 5.1.18 **Registered Power of Attorney:** The said Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla, jointly executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10784 to 10797, Being no. 01115 for the year 2015.

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- 5.1.19 **Absolute ownership of Rahim Molla alias Rahim Ali [Owners No. 3.15]:** one Rahim Molla alias Rahim Ali [Owners No. 3.15 herein], absolute owner of *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 1466 in *Mouza - Chakpachuria*, J.L No. 33, Police Station – New town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District – North 24 Parganas, West Bengal.
- 5.1.20 **Registered Development Agreement:** The said Rahim Molla alias Rahim Ali executed a Registered Development Agreement on 4<sup>th</sup> February, 2015 with the present Developer M/s Cancun Constructions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February, 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book no. I, CD Volume no. 2, Pages 10517 to 10536, Being no. 01107 for the year 2015.
- 5.1.21 **Registered Power of Attorney:** The said Rahim Molla alias Rahim Ali, executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10830 to 10840 being Deed No. 01116 for the year 2015.
- 5.1.22 **Absolute ownership of Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun [Owners No. 3.16 to 3.18]:** One Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun [Owners No. 3.16 to 3.18 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 1755 in *Mouza - Chakpachuria*, J.L No. 33, Police Station – New Town [formerly Rajarhat] Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District – North 24 Parganas, West Bengal.
- 5.1.23 **Registered Development Agreement:** The said Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun jointly executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the present Developer namely, M/s Cancun Constructions for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10537 to 10557 being Deed No. 01108 for the year 2015.
- 5.1.24 **Registered Power of Attorney:** The said Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun, jointly executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional District Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10758 to 10769, Being no. 01113 for the year 2015.
- 5.1.25 **Absolute ownership of Md. Jalil Molla [Owners No. 3.19]:** one Md. Jalil Molla [Owners No. 3.19 herein], absolute owner of *Sali* land measuring 4 (four) decimal comprised in R.S./L.R. *Dag* No. 1939, under L.R. Khatian No. 933, corresponding to L.R. Khatian No. 2884, in *Mouza - Chakpachuria*, J.L No. 33, Police Station – New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District – North 24 Parganas, West Bengal.
- 5.1.26 **Registered Development Agreement:** The said Md. Jalil Molla executed a Registered Development Agreement on 4<sup>th</sup> February' 2015 with the present

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Developer M/s Cancan Constructions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 4, Pages from 4283 to 4301 being Deed No. 01957 for the year 2015.

- 5.1.27 **Registered Power of Attorney:** The said Md. Jalil Molla, executed a registered Deed of Power of Attorney was registered on 4<sup>th</sup> February' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 4, Pages from 4302 to 4312 being Deed No. 01958 for the year 2015.
- 5.1.28 **Absolute ownership of Md. Jinnath Ali Molla, Md. Jaynal Abedin Molla, Md. Ayanaul Haque Molla and Rubiya Bibi [Owners No. 3.20 to 3.23]:** Md. Jinnath Ali Molla, Md. Jaynal Abedin Molla, Md. Ayanaul Haque Molla and Rubiya Bibi [Owners No. 3.20 to 3.23 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 696, 669/1, 238/1 & 2585 in *Mouza* - Chakpachuria, J.L. No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.29 **Registered Development Agreement:** The said Md. Jinnath Ali Molla, Md. Jaynal Abedin Molla, Md. Ayanaul Haque Molla and Rubiya Bibi, jointly executed a Registered Development Agreement on 6<sup>th</sup> August' 2015 with the present Developer M/s Cancun Construction for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 6<sup>th</sup> August, 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2015, Pages from 76322 to 76350 being Deed No. 08631 for the year 2015.
- 5.1.30 **Registered Power of Attorney:** The said Md. Jinnath Ali Molla, Md. Jaynal Abedin Molla, Md. Ayanaul Haque Molla and Rubiya Bibi, jointly executed a registered Deed of Power of Attorney was registered on 20<sup>th</sup> August' 2015 in the office of Additional Distrit Sub-Registrar at Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2015, Pages from 95151 to 95168 being Deed No. 09389 for the year 2015.
- 5.1.31 **Ownership of Jahina Bibi Gaji & Shabina Bibi:** The said Jahina Bibi Gaji & Shabina Bibi both daughters of late Kalu Molla were the joint owners of land admeasuring an area of 3.14 decimals comprised in R.S. *Dag* No. 1938 under L.R. *Khatian* No. 411, lying at *Mouza*- Chakpanchuria, J.L. No. 33, Police Station Rajarhat, in the District of North 24 Parganas by virtue of inheritance from their father Kalu Molla(now deceased) absolutely free from all encumbrances whatsoever.
- 5.1.32. **Sale by Jahina Bibi Gaji & Shabina Bibi to Deacon Tracom Pvt. Ltd :** While seized and possessed of the aforesaid plot of land admeasuring **3.14 decimals** (i.e. land area 1.57 decimals each) the said Jahina Bibi Gaji & Shabina Bibi jointly sold and conveyed the said land to Deacon Tracom Pvt. Ltd, a Private Limited Company, having its registered office at 7A, Hospital Street, P.O. & P.S. Bowbazar, Kolkata- 700072, by a registered Deed of Conveyance, registered at the office of the Addl. District Sub-Registrar Bidhannagar (Salt Lake City) and recorded in Book No. I, CD Volume No. 7, Pages from 3162 to 3179, Being No. 6844 for the year 2009 on 27/07/2009 against valuable consideration mentioned thereon.
- 5.1.33 **Sale by Deacon Tracom Pvt. Ltd to Smt. Tapasi Biswas:** While seized and possessed of the aforesaid plot of land admeasuring **3.14 decimals** the said

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Deacon Tracom Pvt. Ltd, sold and conveyed the said land measuring 3.14 decimals to said Deacon Tracom Pvt. Ltd, by a registered Deed of Conveyance, registered at the office of the Addl. District Sub-Registrar Rajarhat New Town, North 24 Parganas and recorded in Book No. I, Volume No. 1523-2016, Pages

from 86200 to 86224, Being No. 152302693 for the year 2016 on 04/03/2016 against valuable consideration mentioned thereon.

- 5.1.34. **Absolute ownership of Smt. Tapasi Biswas:** By virtue of above purchased, the said Smt. Tapasi Biswas [**Owner No. 3.24 herein**] is the absolute owner of land measuring an area of 3.14 decimals more or less, comprised in R.S. Dag No. 1938 under L.R. *Khatian* No. 411, lying at *Mouza- Chakpanchuria*, J.L. No. 33, Police Station Rajarhat, in the District of North 24 Parganas absolutely free from all encumbrances whatsoever.
- 5.1.35 **Registered Development Agreement:** The said Tapasi Biswas, executed a Registered Development Agreement on 27/03/2017 with the present Developer M/s Cancun Construction for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 28/03/2017 in the office of Additional District Sub-Registrar at Rajarhat, and recorded in Book No. I, Volume No. 1523/2017, Pages from 72730 to 72759 being Deed No. 2483 for the year 2017.
- 5.1.36 **Registered Power of Attorney:** The said Tapasi Biswas executed a registered Deed of Power of Attorney was registered on 6<sup>th</sup> April, 2017, in the office of Additional District Sub-Registrar at Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, Pages from 80490 to 80508 being Deed No. 2748 for the year 2017.
- 5.2 **Amalgamation :** The present owners Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla, Mujit Ali Molla, Subid Ali Molla, Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla, Rahim Molla alias Rahim Ali, Abed Ali Molla, Javed Ali Molla, Sokorjan Khatun, Md. Jalil Molla and Tapasi Biswas jointly Amalgamated their respective plot of land into a single plot of land in total measuring 81 (Eighty one) decimal more or less, more fully mentioned, described, explained, enumerated, provided and given at and under **FIRST SCHEDULE** hereunder written and/or given, by executing a Deed of Amalgamation.
- 5.3 **Sanction of Plan:** With the intention developing and commercially the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/owner sanctioned a Building Plan from the concerned authority on **18/07/2016 vide no. 4057(3)/NKDA/BPS- 04(13)/ 2014**, which includes all sanctioned /permissible modifications made thereto, if any from time to time.
6. **Construction of Building Complex namely "Cancun Skylark":** On the basis of afore-noted sanctioned building plan, the said Developer herein constructed a multi-storied building complex namely "**CANCUN SKYLARK**" on the said plot of land and particularly mentioned, described, explained, enumerated, provided and given in the **FIRST SCHEDULE** hereunder written.
- 6.1 **Application and Allotment:** The purchaser has applied to Developer for purchase of the Said Flat and Appurtenances described in the **Second Schedule** hereunder written from Developer's Allocation, and the Developer has allotted the same to the Purchaser conditional upon the Purchaser entering into this agreement.

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- 6.2 **Agreement to record:** After the abovementioned application and allotment, the Developer herein executed an Agreement for Sale in favour of the Purchaser herein in respect of the Said Flat which was registered in the office of the ....., Kolkata, and recorded in the Book No- ....., Volume No. ...., copied in the page no. .... - ....., being no. .... for the year .....
- 6.3 **Deed of transfer of Title:** Pursuant to the aforesaid application made by the Vendors and the allotment made by the M/s. Cancun Construction and after the duly registration of the Agreement for Sale, it was agreed by and between the Vendors herein and the Developer herein in connection with the sale by the Vendors and the Developer and purchase by the Purchaser, of the said piece and parcel of one independent residential Flat being Flat no. "....." on the ..... floor measuring ..... (Seven Hundred and Twelve) Square Feet carpet area (Said Flat) be the same a little more or less in the Building, lying and situated in the building complex namely **CANCUN SKYLARK** at Chakpacghuriya, District North 24 Parganas, more fully and particularly described in the **PART-I** of the **SECOND SCHEDULE** hereunder written falling under the Developer's allocation, situated on the land more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
7. **Conditions Precedent**
- 7.1 **Acceptance of Conditions Precedent:** The Parties herein have accepted and agreed that the following are and shall be the Conditions Precedent to this Deed of Conveyance
- 7.1.1 **Financial and other Capacity of Purchaser :** The undertaking of the Purchaser herein to the Vendors that the Purchaser herein have the financial and other resources to meet and comply with all financial and other obligations under this Deed of Conveyance punctually.
- 7.1.2 **Satisfaction of the Purchaser:** The undertaking of the Purchaser herein to the Vendors that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendors, the plans, all the background papers the right of the Purchaser herein to enter into this Deed of Conveyance and the extent of the rights being granted in favor of the Purchaser herein, and shall not raise any objection with regard thereto.
- 7.1.3 **Measurement:** As regards super built up area of the said property, the parties confirm certificate accepts and assures each other that the certificate of Architect and/or Architects as may be appointed by the Vendors from time to time shall be final and binding upon the parties.
- 7.1.4 **Rights Confined to 'Said Property' and Appurtenances:** The undertaking of the Purchaser to the Vendors that the right, title and interest of the Purchaser is confined only to the said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the said property and the said building complex to third parties at the sole discretion of the Developer which the Purchaser under no circumstance shall be entitled to raise any objection.
- 7.1.5 **Covenants:** The mutual Agreement for Sale and acceptance by and between the parties that(1) the covenants of the Purchaser (Purchaser Covenant) and the of the Purchaser (Purchaser covenants)as mentioned below shall perpetually run with the land ,(2) the Purchaser Covenant and the (collectively covenants)shall bind him/her /them successors-in-title or interest and (3) this Deed of Conveyance is based on the undertaking that the Transferee Covenants and the Vendors covenants shall be strictly performed by the Purchaser and Vendors respectively
- 7.1.6 **Common Portions Subject to Change:** This Agreement for Sale and acceptance by and between the parties that although the in the portion is described in the third

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schedule below, the said description is only indicative and is not intended to bind the Purchaser in any manner. The Developer shall in the absolute discretion of the Developer be entitled to modify, improve or otherwise improvise upon the Common portions and the Purchaser shall not have any claims, financial or otherwise against the Developer for such change.

**8. Net Price, Payment and Extras**

**8.1 Net Price :** The total consideration for sale of **Said Flat** measuring about an area a little more or less ..... **Square Feet**( ..... ) carpet area on the **Block - .....**, **Flat No. ....**, on the ..... **Floor** along with open car parking space at **Rs. ....** /- (.....) only, (excluding Service Tax, GST, FRC, PLC EDC, and other extra charges) @ **Rs. ....** /- (**Rupees .....**) aggregating a total of **Rs. ....** /- (**Rupees .....**) only which the party has confirmed and accepted.

**9. Construction, Completion, of Sale and Facility Manager:**

**9.1 Construction by Developer:** The Developer shall construct complete and finish the said Flat and Appurtenance in accordance with the plans or as may be recommended by Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the Fourth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

**9.2 Transferee's consent and acceptance of variations etc :** The Purchaser hereby consent to the variations modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations , modifications or alterations.

**9.3 No Hindrance:** The Purchaser shall not do any act deed or thing, whereby the construction of the Said Flat and Appurtenances and/or the Said Building Complex is in any way hindered and impended.

**9.4 Basic Duty of Transferees:** The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement for Sale. The Purchaser shall not in any way commit breach of the terms and conditions herein contained.

**9.5.1 Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the possession Notice to the Purchaser and the said flat shall be deemed to have been completed in all regards if the same is made fit for habitation (1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding)

**9.5.2 Complete Satisfaction on Possession:** On the date of possession i.e. at or before the execution of these presents, the Purchaser shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenance, including the measurement of the Said Flat, regards to which Purchaser shall, accepts the measurement of the Architect as final and binding.

**9.5.3 Commencement of Outgoing:** From the Date of possession or after 15 days of Possession Notice ,all outgoings in respect of the Said Flat shall become payable by the Purchaser.

**9.6 Vendors' Obligations:** Subject to stipulate in this Deed of Conveyance, the Vendors hereby agrees.

**9.6.1 Construction of the Said Flat:** To Construct, finish and make the Said Flat and transfer the same to the Purchaser.

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- 9.6.2 **Construction According to Specification:** To construct, finish and make the Said Flat in accordance with the Plans and Specifications, reasonable variations expected.
- 9.6.3 **Arrangement for Utilities for Construction Work:** To Make own arrangement for water and electricity required for construction.
- 9.7 **Completion of Sale:** The sale of the Said flat Appurtenances shall be completed by execution this registered deed of conveyance in favors of the Purchaser provided the Purchaser tenders all amounts required for the same as mentioned hereinabove.
- 9.8 **Facility Manager:** The Purchaser shall pay Rs 1/- per Square Feet primarily as maintenance Charges To the Developer's appointed Facility Manager ,from the date of Possession of the Fats received by Flat owners up to the common Expenses/Maintenance Charges as above,(3)the Purchaser shall be bound to pay the common expenses/maintenances charges to the Facility Manager, (4) the facility Manager will not be require to render any accounts to the purchaser and it shall be deemed that the Facility manager is rendering specific services to the Purchaser for commercial considerations and (5) the ownership of the Common Portions (subject to the terms of this Deed of Conveyance )shall vest in all the co-owners of the Said Building Complex , represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified service with regard to the Common Portions and (6)the Facility Manager may be replaced by the Ad-hoc committee of the Association of Flat Owners nominated by the Developer at the time of handing over complete project (Building). The first one year's maintenance will be payable by the Purchaser to the Developer directly as aforesaid.

10. **Purchaser's Covenant & Vendors' Covenant:**

- 10.1 **Transferee's Covenant:** The Purchaser covenants with the Vendors and admits and accepts that

- 10.1.1 **Purchaser Aware of and Satisfied with Said Building Complex and Construction:** The Purchaser upon satisfaction with complete knowledge of the Common Portions, Specification and all other ancillary matters, is entering into this Deed of Conveyance.

The Purchaser have examined and is acquainted with the Said Building Complex to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any Portion of the Said building complex and the said property save and except the Said Flat and Appurtenances.

- 10.1.2 **Purchaser to Mutate and Pay Rates & taxes and Common Expenses/Maintenance Charges:** The Purchaser shall (1)pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately) for the Said building complex and wholly for the Said Flat and Appurtenances . from the date of possession and until the Said Flat and Appurtenances is separately mutated and assessed in favour of the Purchaser )on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchasers' in thereof and (2)have mutation completed at the earliest .The Purchaser furthest admits and accepts that (1)the Purchaser shall not claim any deduction or abatement in the bills of Facility manager and (2)the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are sold and transferred.

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10.1.3 **No obstructions by the Purchaser to further Construction** : The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding ,banners ,dish antennas in the part of the ultimate roof of the building by the Developer, and the Purchaser shall not obstruct or object to the same The Purchaser also admits and accept that the Developer and/or employees and/or agents and/or contractor of the Developer shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

10.1.4 **Variable Nature of land Share in Common Portions:** (1)The Purchaser fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said Flat bear to to the currently proposed area of the Said Building Complex(2) The Purchaser fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and preemies to the Said Property and the Said Building Complex.(which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser)then the Land Share and the Share in Common Portions shall vary accordingly and proportionately (3) The Purchaser shall not question any variation (including diminution)of the land share in Common Portions as decided by the Developer chasers shall not demand any refund of the Net Price Paid by the Purchaser on ground of or by reason of any variation the land share and the share in the common portion and (5) The Purchaser fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partiable. The Purchaser shall accept (without demur)the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

10.1.5 **Cost of Formation of Association:** The Purchaser shall share the actual cost of formation of Association proportionately.

10.1.6 **Obligations of the Transferees:** On and from the date of possession the Purchaser shall

- (a) **Co-operate in Management and Maintenance:** Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Facility Manager
- (b) **Observing Rules:** Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said property
- (c) **Paying Electrical Charges:** Pay for Electricity or any other utilities consumed in or relating to the Said Flat and Appurtenances' and the Common Portions
- (d) **Meter and Caballing:** Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Vendors or to the other Purchaser. The main Electric meter shall be installed only at the common meter space in the Said Building Complex .The Purchaser shall similarly use the Ducts and the pipes provided for television, broadband ,data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
- (e) **Residential Use:** Use the Said Flat for residential purpose only under no circumstance shall the Purchaser use or allow to be used the Said flat for commercial industrial or other non residential purposes. The Purchaser shall

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also not use the Said Flat as religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

- (f) **No Alteration :** Not after modify or in any manner change the (1)elevation and exterior color scheme of the Said building complex and (s)design and /or the color scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Vendors . In the event the Purchaser shall compensate the Developer as estimated by the Developer.
- (g) **No Structural Alteration:** Not after, modify or in any manner change the structure or any civil construction in the Said Flatand Appurtenances or the Common Portions or the Said building complex.
- (h) **No Sub Division:** Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** Not change/alter/modify the names of the Said building complex from those mentioned in this Deed of Conveyance.
- (j) **No Nuisance and Disturbance:** Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights comforts or convenience of other occupants
- (k) **No Storage:** No or Cause to be stored and not place or cause to be placed any goods ,articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** Not obstruct the Developer/Association (upon formation)in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Flat and Appurtenances)Provided that it will not become impossible to stay in the flats/floor below the roof top.
- (m) **No Obstruction of Common Portions:** No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- (n) **No Violating Rules:** Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- (p) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Portions.
- (q) **No Storing Hazardous articles:** Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (r) **No Signboard:** Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat /Said building complex save at the place or places provided there for

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provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.

- (s) **No Drawing Wire/Cable:** Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association
- (t) **No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) **No Installing Generator:** Not install or keep or run any generator in the Said Flat.
- (v) **No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.

**10.1.7Roof Rights:** A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Developer with right of exclusive transfer and the Purchaser specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid , the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities ) and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.

**10.1.8No Right in other Areas:** The Purchaser shall not any right in the other portions of the Said property and the Purchaser shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions

**10.2 Vendors Covenants:** The Vendors covenant with the Purchaser and admits and accepts that:

**10.2.1Completion of transfer:** Subject to the Purchaser performing the terms and conditions of this Deed of Conveyance, the transfer of the Said Flat and appurtenance shall be completed by the Developer by executing conveyance in favor of the Transferees.

**10.2.2No Creation of encumbrance:** The Vendors shall not create any charge, mortgage, lien and/or shall not sell transfer, convey and/or enter into any Deed of Conveyance with any person other then the Purchaser in respect of the Said Flat and appurtenance, subject to the Purchaser fulfilling all terms, conditions and obligations of this Agreement for Sale.

**10.2.3Documentation for Loan:** The Vendors shall provide to the Purchaser all available documents for the Purchaser availing loan from Banks Financial Institutions to finance the Purchase of the Said Flat and appurtenances.

**11. Termination and its Effect:**

11.1 Not Applicable for this in the case of share transfer.

**12. Taxes**

12.1 **Obligation Regarding Taxes :** In the event of the Vendors being made liable for payment of any tax (excepting Income Tax)duty , levy or any other liability under any statue or law for the time in force or enforced in future or if the Vendors is advised

by its consultant that the Vendors is liable or shall be made liable for payment of any such tax ,duty ,levy or other liability on account of the Vendors having agreed to perform the obligations under this Deed of transfer or having entered into this Deed of Conveyance ,then and in that event the Purchaser shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Vendors indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof .The taxes ,duties, levies or other liabilities so imposed or estimated by the Vendors' consultant shall be paid by the Purchaser at or before the Date of Possession.

### **13. Defects**

13.1 **Decision of Architect Final:** If any work in the Said Flat and Appurtenance is claimed to be defective by the Transferees, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, If directed by the Architect, the Vendors shall at own costs remove the defects. This will however not entitled the Purchaser to refuse to take possession of the Said Flat.

### **14. Association and Rules**

14.1 **Transfer of Deposits:** The maintenance deposit mentioned in this Deed of Conveyance is to be paid by the Purchaser to the Vendors and shall be held by the Vendors free of interest and shall be transferred (if not adjusted against any arrears of payments)to the Association.

14.2 **Rules of Use:** The Said Flat Appurtenance shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Association from time to time.

14.3 **Covenants Regarding Use:** The Purchaser agrees that the Purchaser shall use the Said Flat and Appurtenances subject to the following restrictions.

14.3.1**No Misuse of Water:** The Purchaser shall not misuse or permit to be misused the water supply to the Said Flat.

14.3.2**Damages to Common Portions:** All damages to the Common Portions caused by the Purchaser and/or family members, invitees or servants of the Purchaser shall compensated for by the Purchaser.

14.3.3**No Unlawful Act:** The Purchaser shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association

14.3.4**Notification Regarding Letting:** If the Purchaser let out or sells the Said Flat and Appurtenances or portion thereof the Purchaser shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

### **15. Force Majeure:**

15.1 **Circumstances of Force Majeure:** The Vendors not be held responsible for any consequences or liabilities under this Deed of Conveyance, if the Vendors is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God (2) Acts of Nature (3) Act of War (4) fire (5) Insurrection, (6) Terrorist action, (7) Civil unrest, (8) Riots, (9) Strike by material suppliers, workers and employees, (10) Delay on account of receiving statutory permissions, (11) Delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) Any notice, order of injunction, litigation, attachments etc. and (13) Any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new

law ,restrictive Governmental laws or regulations (collectively Circumstances of Force Majeure)

**16. Miscellaneous**

16.1 **Indian Law:** This Deed of Conveyance shall be subject to Indian Law.

16.2 **One Transaction:** This Deed of Conveyance relates to the transaction recorded and contemplated herein and no other Transaction.

16.3 **Confidentiality and Non-disclosure:** The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information /documents by judicial or administrative process

16.4 **No Claim of UN-Enforceability:** This Deed of Conveyance is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Deed of transfer.

**17. Notice**

17.1 **Mode of Service:** Notice under this Deed of Conveyance shall be served by e-mail or messenger or registered post/speed post with acknowledgement die at the above mentioned addresses of the Parties, unless the address is changed.

**18. Alternative Dispute Resolution:**

18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Deed of Conveyance or the validity , interpretation , construction , performance ,breach or enforceability of this Agreement for Sale (collectively disputes )shall be referred to the Arbitral Tribunal described in clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 with modifications made from time to time .In this regard ,the Parties irrevocably agrees that.

18.1.1**Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate to be nominated by the Vendors.

18.1.2**Place:** The place of arbitration shall be Kolkata only

18.1.3**Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards /directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law .The interim/final award of the Arbitral Tribunal shall be binding on the parties.

**19. Jurisdiction**

19.1 **District Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24-parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of Amalgamated Plot of Land)**

**ALL THAT** piece and parcel of land admeasuring an area of total **81 (eighty one) Decimals** be the same a little more or less, comprised in **R.S./L.R. Dag Nos. 1938 & 1939**, under L.R. *Khatian* Nos. 104/1, 1057, 1211/1, 1213/1, 2504, 1351/1, 411, 351, 142, 1938/1, 1466, 1755, 933, 2884, 696, 669/1, 238/1 & 2585 lying and situated at Mouja -

**Chakpachuria** , J.L No. 33, within the local limits of *Patharghata Gram Panchayet*, Police Station - New Town [formerly Rajarhat] Additional District Sub-Registration Office at Rajarhat, New Town, in the District - North 24 Parganas and the said landed property is butted and bounded as under :-

- ON THE NORTH BY** -: 40 Feet Wide Main Road;  
**ON THE SOUTH BY** -: Dag No - 1937: Land of Bistupada Mondal & Others;  
**ON THE EAST BY** -: Dag No -1945: Land of Kalipada Mondal & Others ;  
**ON THE WEST BY** -: Dag No - 1935 - 1936: Land of Nil Moni Mondal & Others;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of Flat Space etc.)**

**Part-I**

**ALL THAT** piece and parcel of one independent residential flat measuring more or less ..... **Square Feet** ( ) Carpet area on the **Block** -....., **Flat No.** ....., on the ..... **Floor** along with open Car parking space lying and situated in the Building Complex namely '**CANCUN SKYLARK**, lying and situated at Mouja **Chakpachuria**, J.L no. 33, Police Station New Town [formerly Rajarhat] Additional District Sub-Registration Office at Rajarhat, New Town, within the local limits of Patharghata Gram Panchayet, in the District North 24 Parganas, constructed upon the land described in the First Schedule hereinabove including proportionate share of undivided impartible land of First Schedule Property including the rights of the use of common area in the building complex and the land as shown in the map or plan kept with the Developer including 25% service area.

**Part II**

**(Description of share of Land)**

**ALL THAT** piece and parcel of proportionate impartible share of land more fully and specifically described in the **FIRST SCHEDULE** hereinbefore.

**Part -III**

**(Description of share of common areas & common amenities)**

**ALL THAT** piece and parcel of proportionate impartible share of common areas and common amenities more fully and specifically described in the **THIRD SCHEDULE** hereinafter.

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Partner



**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Portions)**

**Building Level:**

- Lobbies on all floors and Staircase of the Said Building.
- Lift Machine Room and lift well of the Said Building.
- Water reservoirs/tanks of the Said Building.
- Water Supply, pipeline in the Said Building (save those inside any Unit).
- Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- Space for Electricity meters.
- Ultimate roof of the Building.

**Complex Level**

- 1) Lift
- 2) Fire Fighting
- 3) Water Supply
- 4) Power Back up
- 5) 24 X 7 Security Service
- 6) Club
- 7) Gym Room

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses/Maintenance Charges)**

- 1 **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- 2 **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the said building complex.
- 3 **Fire Fighting:** Cost of operating and maintaining the fire fighting equipments and personnel, if any.
- 4 **Litigation:** All Litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 5 **Operational :** All expenses for running and operating machinery, equipments and installations comprised in the common portions including lifts, d.. Set, Changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
- 6 **Rates and Taxes:** Municipal Tax, surcharge, Water tax and other levies in respect of the said building complex save those separately assessed on the Purchaser/s.

- 7 **Staff:** The salaries of and all other expenses on the staff to be employed for the common purpose namely, manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits

**IN WITNESS WHEREOF** The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

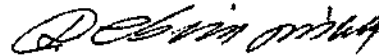
**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata in the

presence of:

1.

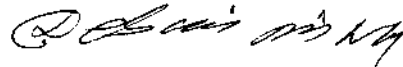
2.



\_\_\_\_\_  
Signature of the Landowners/Vendors  
represented by Constituted Attorneys  
namely,  
Debasis Biswas.

\_\_\_\_\_  
Signature of the Purchaser

CANCUN CONSTRUCTIONS



Partner

\_\_\_\_\_  
Signature of the Developer

**Drafted by**

**Advocate**

**RECEIPT**

**RECEIVED** sum of **Rs.**...../- (Rupees .....) only as the consideration amount of the said flat and along with Appurtenances more fully mentioned in the **Part-II** of the **SECOND SCHEDULE** herein above written, from the above named purchasers in the manner as per the memorandum of consideration hereunder written and/or given.

**MEMORANDUM OF CONSIDERATION**

Date	Bank	Cash/Cheque No.	Amount (Rs)
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Total : **Rs.** ...../- (Rupees .....) only.

**WITNESSES:**

- 1.
- 2.

AROUN CONSTRUCTIONS

  
**Developer** Partner