

## AGREEMENT TO SALE

This **AGREEMENT TO SALE** ("**Agreement**") is entered into on this ..... day of ..... 2018 at Kolkata

### BY AND AMONG:

**SJB ESTATES LLP**, a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at Shrachi Tower, 8<sup>th</sup> Floor, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No.ACKFS1355E,represented by its authorised representative Mr. Balai De, son of Late Kalipada Dey, working for gain at Shrachi Tower, 8<sup>th</sup> Floor, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R,, hereinafter referred to as the "**Promoter**"(which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

### AND

**PERSONS SPECIFIED IN SCHEDULE 1**, hereinafter jointly referred to as the "**Owners**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective successors-in-interest and permitted assigns) being represented by their duly constituted attorney **SJB ESTATES LLP** vide Registered Power of Attorney dated 17 July 2014,represented by authorised representative Mr. Balai De, son of Late Kalipada Dey, working for gain at Shrachi Tower, 8<sup>th</sup> Floor, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur , Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R, of the **SECOND PART**

### AND

**Mr** ..... [PAN: .....], son of .....and **Mrs** ..... [PAN: .....], wife of....., both residing at .....P.S ....., P.O ....., hereinafter collectively referred to as the "**Allottee**"(which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors, executors and/or permitted assigns) of the **THIRD PART**.

### [OR]

.....[CIN: .....] [PAN: .....],a company within the meaning of the Companies Act, 2013 and having its registered office at ..... P.S ....., P.O .....Kolkata-..... duly represented by its Director/Authorised Representative ..... [PAN:.....], son of ....., residing at .... P.O ....., P.S ..... Kolkata-....., authorised vide Board Resolution dated ....., hereinafter referred to as the "**Allottee**"(which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

### [OR]

..... [PAN: .....], a partnership firm established under the Indian Partnership Act, 1932 and having its office at ..... P.S. ...., P.O. .... Kolkata-..... and represented by its authorised partner ..... [PAN: .....], son of ..... and residing at..... P.S. ...., P.O. .... Kolkata-....., authorised vide Partners Resolution/Letter of Authority dated ....., hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

..... [PAN: .....], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at ..... P.S. ...., P.O. .... Kolkata-..... and represented by its ..... Mr ..... [PAN: .....], son of ..... and residing at....., P.S. ...., P.O. .... Kolkata-....., authorised vide Letter of Authority dated ....., hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

**Mr** ..... [PAN: .....], son of ..... residing at ..... P.S. ...., P.O. .... Kolkata-..... for self and as the Karta of the Hindu Joint Mitakshara Family known as ..... HUF [PAN: .....], having its place of business/ residence at....., P.S. ...., P.O. .... Kolkata-....., hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

**"Parties"** shall mean collectively the Promoter, the Owners and the Allottee and **"Party"** means each of the Promoter, the Owners and the Allottee individually.

#### **WHEREAS:**

- A. The Owners herein jointly owns ALL THAT piece and parcel of land containing by estimation a total area of 2.642 acres equivalent to 10691.795 square meters, comprised in L.R Dag Nos 1283, 1286, 1291, 1292 and 1285, lying and situated at Mouza- Maynagadi, J.L No. 6, R.S No. 196, Touzi No.146, A.D.S.R Office at Kadambagachi, P.S- Barasat, under the limits of Khilkapur Gram Panchayat, District and Collectorate-24 Parganas (North)(more fully and particularly described in the **PART-A of Schedule2** hereunder written and hereinafter referred to as the **"Land"**). The chain of title of the Land is described in **PART-E of Schedule2** herein. A copy of the Report on Title dated 1 September 2017 in respect of the Land issued by Messrs Supriyo Basu and Associates, Advocates, has been provided to the Allottee on prior to the date of this Agreement, the receipt of which the Allottee hereby acknowledges.
- B. The Owners desired to develop a residential-cum-commercial real estate project over the Land and for that purpose had approached the Promoter herein with the proposal of development of

the Land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Project at its own cost and expenses.

- C. Pursuant to the above, by a Development Agreement dated 17 July 2014 ("**Development Agreement**") executed between the Owners and the Promoter and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No 1, CD Volume No 44, Pages 2033 to 2073, Being No. 09092 for the year 2014, the Owners granted to the Promoter the right to develop a residential cum commercial complex over the Land. Pursuant to the Development Agreement, a Power of Attorney dated 17 July 2014 was also executed by the Owners in favour of the Promoter which was registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book No IV, CD Volume No 9, Pages 2960 to 2974, Being No. 05155 for the year 2014.
- D. The Promoter formulated a scheme to develop the Land by establishing residential buildings with club and commercial building known as **GREENWOOD SYMPHONY** ("hereinafter referred to as the "**Complex**" or "**Project**") comprising the following:
- (i) **Residential Towers:** Construction of 8 (Eight) multi-storied buildings ("**Towers**") having several self-contained units ("**Apartments**") to be used and enjoyed exclusively for residential purpose. The total number of such Apartments are 256 (Two Hundred and Fifty-Six) in number;
  - (ii) **Club:** A social club in which only persons acquiring the Apartments in the Complex ("**Apartment Acquirers**") will be admitted as members; and
  - (iii) **Commercial Space:** An earmarked part of the Land shall be utilized for construction and development of a commercial space containing units for commercial use.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Land on which the Project is to be constructed by the Promoter have been completed;
- F. The Promoter has obtained sanction of the building plan from Paschim Khilkapur Gram Panchayat vide Sanction Letter bearing No. PKGP/38/2017 dated 19 April 2017 ("**Building Plan**") to develop the Project. The Promoter agrees and undertakes that it shall not make any changes to the said Building Plan except in strict compliance with Applicable Laws (*defined hereinafter*). The Promoter has submitted the commencement letter dated 23 April 2018 to Paschim Khilkapur Gram Panchayat for commencement of construction of the Project;
- G. Pursuant to the above, for the development of the Land the Promoter has divided the Project into 2(two) parts/blocks being **Block-"A"** and **Block-"B"**. In terms of the said Building Plan, **Block-A** comprising of land measuring about 10258.781 square meters out of the Land (i.e, 10691.795 square meters) and more fully described in **PART-B** of **Schedule 2** hereto ("**Residential Complex Land**") being earmarked predominantly for residential use and named as "**Residential Block**" and **Block-"B"** comprising of land measuring about 433.014 square meters out of the Land (i.e, 10691.795 square meters) and more fully described in **PART-C** of **Schedule 2** hereto ("**Commercial Complex Land**") earmarked for exclusive commercial use and named as "**Commercial Block**".

- H. In the premises aforesaid, the Promoter is developing (i) in the Residential Block on the said Residential Complex Land by constructing said 8 (Eight) Towers containing a total of 256 (Two Hundred and Fifty-Six) numbers of self-contained units to be used and enjoyed exclusively for residential purpose together with 259 numbers of Car/Two-wheeler Parking Spaces (both covered and open) and (ii) in Commercial Block on the Commercial Complex Land by constructing 1 (One) Tower (“**Block-B Tower**”) having Ground Floor, First Floor, Second Floor and Roof wherein the Ground Floor and First Floor (collectively “**Block-B Tower Commercial Portions**”) are earmarked for commercial use and the rest of the floors comprising of the Second Floor and the Roof collectively (“**Block-B Tower Residential Portions**”) are earmarked as Club area to be exclusively used by the Allottees/Apartment Acquirers only.
- I. The Allottee, being desirous of purchasing an Apartment in the Project, applied to the Promoter vide prescribed Application Form No. .... dated ..... (“**Application Form**”) and has been allotted vide letter dated ..... (“**Allotment Letter**”) by the Promoter an Apartment bearing no. .... having carpet area of [ ] square meter ([ ] square feet), type ....., on ..... Floor in Tower ..... (hereinafter referred to as the “**Apartment**” and more fully described in **Schedule 3** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule 4** along with the right to park ..... car(s)/two-wheeler(s) in the [covered/open] parking space measuring an area of [ ] square meter ([ ] square feet) (hereinafter referred to as the “**Parking Space**” and more fully described in **Schedule 5** hereunder together with undivided, indivisible, proportionate share in the Residential Common Areas (*defined below*) for a total consideration of Rs. .... (“**Sale Price**”).
- J. The Allottee has sent along with the Application Form a cheque/demand draft bearing no. [ ] dated [ ] drawn on [ ] for an amount of Rs. 51,000/- (Rupees Fifty One Thousand Only) to the Promoter (which the Promoter has duly realised) and the Allottee has agreed to pay to the Promoter the balance of the Sale Price in the manner hereinafter appearing.
- K. It was one of the conditions of the allotment that the Allottee would execute and register an Agreement to Sale with the Promoter for the purchase of the Apartment within **30** days from the date of the Allotment Letter.
- L. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter’s Architects Messrs Maniramka & Associates and to such other documents as are specified under the Applicable Laws.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws as applicable to the Project.
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

**“Access Road Land”** shall mean demarcated portion of the land comprised in Dag Nos. 1285 and 1286 from NH-43 road surrounding the Commercial Block leading to the Residential Block and delineated and demarcated in the map or plan annexed hereto;

**“Apartment”** shall mean the apartment allotted to the Allottee bearing no. [ ] having carpet area of [ ] square meter ([ ] square feet), type [ ], on [ ] Floor in Tower [ ] (hereinafter referred to as the **“Apartment”** and more fully described in **Schedule 3** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule 4**);

**“Allottees/Apartment Acquirers”** shall mean persons who acquire apartments in the Residential Block of the Complex;

**“Applicable Interest Rate”** shall mean 12% (twelve percent) per annum;

**“Applicable Laws”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter including RERA/WBHRA as may be applicable;

**“Association”** shall mean the body to be created by the Apartment Acquirers;

**“Booking Amount”** shall have the meaning ascribed to it in clause 3.1.4;

**“Block-B-Tower Commercial Portion”** shall have the same meaning as ascribed in Recital H hereinabove;

**“Block-B-Tower Commercial Common Portions”** shall mean the common areas, installations, facilities and amenities to be provided in the Block-B-Tower Commercial Portion which are meant for common use and enjoyment of the commercial unit acquirers in the Block-B-Tower Commercial Portions;

**“Block-B-Tower Common Portions”** shall mean the common areas, installations, facilities and amenities to be provided in **Block-B-Tower** and mentioned in **Part I of Schedule 11** hereto which

are common to the Apartment Acquirers of the Block-B-Tower Residential Portions and commercial unit acquirers Block-B- Commercial Portions;

**“Block-B-Tower Residential Common Portions”** shall mean the common areas, installations, facilities and amenities provided in the **Block-B-Tower** Residential Portion and mentioned in **Part II** of **Schedule 11** hereto which are meant for common use and enjoyment of the Apartment Acquirers of Residential Block;

**“Block-B-Tower Residential Portions”** shall have the same meaning as ascribed in Recital H hereinabove;

**“Cancellation Charges”** shall mean collectively (i) 5% of Sale Price; (ii) all interest liabilities of the Allottee accrued till date of cancellation; (iii) the stipulated charges on account of dishonor of cheque; and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;

**“Club”** shall mean the club to be set up by the Promoter in **Block-B-Tower** of the Project for providing recreation facilities exclusively to the Apartment Acquirers;

**“Common Areas”** shall mean collectively the Tower Common Areas and the Residential Block Common Areas;

**“Common Expenses”** shall include the proportionate share of common expenses briefly described and without limitation in **Schedule 9** herein to be paid borne and contributed by the Allottee for rendition of common services;

**“Common Rules”** shall mean the rules and regulations specified in **Schedule 10** to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Complex;

**“Effective Date”** shall mean the date of execution when the Agreement comes into force;

**“Extras & Deposits”** shall mean the costs and deposits specified in **Schedule 8** herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;

**“Force Majeure”** shall have the meaning ascribed to it in Clause 7.1;

**“IFSD”** shall mean interest free security deposit;

**“Land”** shall have the same meaning as ascribed in Recital A of this Agreement;

**“Maintenance Charges”** shall have the meaning ascribed to it in clause 16.3;

**“Mutual Easements and Reserved Matters”** shall mean the easements and rights specified in **Schedule 7** herein and reserved to the Promoter and/or the Association;

**“Parking Space”** shall mean the right to park ..... car(s)/two-wheeler(s) in the [covered/open] parking space allotted to the Allottee measuring an area of [ ] square meter ([ ] square feet) more fully described in **Schedule 5** hereunder

**“RERA”** means the Real Estate (Regulation and Development) Act, 2016 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable;

**“Reasonable Circumstances”** shall have the same meaning ascribed to it in Clause 7.1;

**“Residential Block Common Areas”** shall mean the areas, facilities and amenities specified in **Schedule 12** which are to be used and enjoyed in common with all the Apartment Acquirers and includes Block-B-Tower Residential Common Portions;

**“Sanctioned Plans”** shall mean the site plan, Building Plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and permissions granted by the competent authority for the Project and more fully described in **Schedule 6**;

**“Sub-station Portion”** shall mean the electrical sub-station and the Sub-station Land;

**“Sub-station Land”** shall mean the land measuring 150 square meters comprising in Dag No. 1283 more fully described in **Part D of Schedule 2** herein over which the electrical sub-station has been set up;

**“Tower”** shall mean the G + [ ] building No. [ ] comprised of [ ] residential Apartments;

**“Tower Common Areas”** shall mean with respect to the Tower, the areas, facilities and amenities specified in **Schedule 13** which are to be used and enjoyed in common with all the other acquirers of the Units in the Tower; and

**“Unit”** shall mean each unit of residency in the Residential Block of the Complex and the expression **“units”** shall be construed accordingly.

**“WBHIRA”** means The West Bengal Housing Industry Regulation Act, 2018 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable;

## **1.2 Interpretation**

1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

1.2.2 Words in singular shall include the plural and vice versa.

- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

## **2. COVENANT FOR SALE AND PURCHASE**

- 2.1 The Promoter agrees to (i) sell and the Allottee agrees to purchase the Apartment together with the Parking Space and the undivided proportionate share in the Common Areas, (ii) grant a perpetual and non-exclusive right of way in the Access Road Land to be used with all other unit owners and the Promoter and grant of right of use of such of the Block-B-Tower Common Portions as may be earmarked by the Promoter from time to time for such common use of the Apartment Acquirers, on the terms and conditions contained in this Agreement, subject to Allottee:
- (i) accepting and agreeing to abide by the Mutual Easements and Reserved Matters specified in **Schedule 7** herein;
  - (ii) agreeing to pay within due dates the Extras and Deposits specified in **Schedule 8** herein from time to time;
  - (iii) agreeing to pay within due dates the Common Expenses specified in **Schedule 9** herein from time to time;
  - (iv) agreeing to abide by and adhere to the Common Rules specified in **Schedule 10** herein from time to time; and
  - (v) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;
- 2.2. The Promoter hereby agrees to allot to the Allottee the Parking Space for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Apartment. Each allotted car parking space will entitle the Allottee the right to park only one medium sized motorized vehicle. In case of transfer of the Apartment, the right to use the Parking Space shall be automatically transferred along with the Apartment. The right to use the Parking Space under no circumstances is separately transferable. The Allottee agrees that only the allotted Parking Space would be used exclusively for parking of his medium sized motorized vehicle and would not be used as storage otherwise.

## **3. PAYMENT OF SALE PRICE AND OTHER CHARGES**



### 3.1 **Sale Price**

- 3.1.1 The Sale Price for the Apartment (based on the carpet area), Parking Space, Club Charges and Common Areas is [ ] (Rupees [ ] Only) and the constituents of the Sale Price are more fully detailed in **Schedule 14** herein.
- 3.1.2 The Allottee shall make the payment of the Sale Price as per the payment plan set out in **Schedule 15 ("Payment Schedule")**. The Promoter may from time to time raise demand as per Payment Schedule for payment of instalments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.
- 3.1.3 Besides the Sale Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in **Schedule 8** herein ("**Extras and Deposits**") at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.
- 3.1.4 The Allottee has paid a sum of Rs.51,000/- (Rupees Fifty One Thousand only) vide [ ] ("**Booking Amount**"), being part payment towards the Sale Price of the Apartment at the time of booking, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining part of the Sale Price and the Extras and Deposits as prescribed in the Payment Schedule as may be demanded by the Promoter within the time and in the manner specified therein.
- 3.1.5 The Sale 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 or taxes 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, costs, charges or taxes imposed by the competent authorities, the Promoter shall enclose the relevant notification or order or rule or regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

### 3.2 **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 demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**SJB ESTATES LLP**" payable at Kolkata.

### 3.3 **Prompt payment**

The Allottee assures the Promoter that the Sale Price as also any other charges or expenses or deposits mentioned in this Agreement shall be paid as laid down in **Schedule 15** or in any other clauses of this Agreement without default. The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other allottees and the completion of the Project.

### **3.4 Time is essence**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Schedule.

### **3.5 Dishonour of payment instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 500/- (Rupees five hundred only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

### **3.6 Delayed payments**

Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

### **3.7 Adjustment/appropriation of payments**

3.7.1 The Allottee authorizes the Promoter to adjust or appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object or demand or direct the Promoter to adjust his payments in any manner.

3.7.2 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Tower 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 Sale Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the Applicable Interest Rate, from the date of last payment made by the Allottee. If there is any increase in the carpet area, which is not more than 3 % (three percent) of the carpet area of the Apartment, the Promoter shall

demand that from the Allottee as per the next milestone of the Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3.1.1 above.

#### **4. CONSTRUCTION OF THE PROJECT/APARTMENT**

##### **4.1 Designs etc.**

The Promoter shall construct the Apartment in accordance with the plans and designs approved by the authorities concerned and as per the specifications and particulars of construction contained in **Schedule 16**. The Allottee has seen and inspected the site, Sanctioned Plans and the specifications of the Apartment and accepted the Payment Schedule, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the said Sanctioned Plans and specifications. 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 Applicable Laws and shall not have an option to make any variation in such plans, other than in the manner provided under the Applicable Laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

##### **4.2 Variations**

It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plans, layout plans, floor plans, specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 6**, **Schedule 16** and **Schedule 17** (which shall be in conformity with the advertisement, prospectus etc, on the basis of which sale is effected) in respect of the Apartment or Tower or the Project, as the case may be, without the previous written consent of the Allottee as per the Applicable Laws. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations, at an extra cost as may be applicable, as per the Applicable Laws.

##### **4.3 Promoter Agrees**

4.3.1 The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authority at the time of sanctioning of the plans or thereafter and shall before handing over possession of the Apartment to Allottee, obtain from the concerned authority occupancy certificate in respect of the Apartment.

4.3.2 The Promoter hereby agrees to get the Project registered under the provisions of the RERA/WBHRA, as and when the same is applicable.

##### **4.4 Site visits**

The Allottee shall not, without a prior scheduled appointment, make any visits to the construction site, it being recognized that the construction site contains hazardous conditions.

## **5. THE CLUB**

### **5.1 The Club**

The Promoter proposes to set up the Club which, together with its assets and facilities, shall form part of the Common Areas of the Project. The Promoter reserves the right to decide the amenities and facilities to be provided in the Club. It is expected that the Club will become operational simultaneously with the completion of the Project.

### **5.2 Club membership**

The membership of the Club shall be in the name of individual residents of the Project only (i.e. no corporate membership). However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of the Club. The membership of the Club is compulsory for every owner of the Units and each member shall have the right of use the Club and its facilities on payment of charges and observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.

The tenants and lessees of any Unit shall also be eligible for membership of the Club.

The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before the Club is made operational. All allottees/members will be required to abide by these rules and regulations.

### **5.3 Running of the Club**

The Club will be managed, operated and maintained initially by the Promoter/Maintenance Company till the formation of the Association. Once the Association is formed, the Club will be managed by the Association. The operational costs/charges of the Club will be included in the Maintenance Charges and be as determined from time to time by the Promoter/Maintenance Company and/or the Association.

### **5.4 No delay**

It is understood by the Allottee that non operation of the Club or any of the facilities shall not be deemed as delay in handing over the possession of the Apartment and the Allottee shall take possession of the Apartment whenever the same is offered for possession by the Promoter in accordance with this Agreement.

## **6. FINANCE**

### **6.1 Raising of finance by Promoter**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables.

## **6.2 Raising of finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

## **7. POSSESSION OF THE APARTMENT**

### **7.1 Schedule for possession of the said Apartment**

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31 December 2021 unless there is delay or failure due to (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other event as prescribed under Applicable Laws ("**Force Majeure**") affecting the regular development of the real estate project or (ii) any reasonable circumstances as may be approved by the authority concerned under Applicable Laws ("**Reasonable Circumstances**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/or due to Reasonable Circumstances 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 and/or the Reasonable Circumstances 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 and/or Reasonable Circumstances, then this allotment shall stand terminated and the Promoter shall refund without interest to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it 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 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30(thirty) days of receiving the occupancy certificate of the Project.

### **7.3 Failure of Allottee to take Possession of Apartment**

Upon receiving a written intimation from the Promoter as per clause 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 clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges as applicable.

### **7.4 Possession by the Allottee**

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Laws.

### **7.5 Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Applicable Laws.

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 an amount equal to the Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

### **7.6 Compensation**

7.6.1 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 Applicable Laws and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.2 Except for occurrence of a Force Majeure event and/or Reasonable Circumstances, 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 herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Applicable Laws ; or for any other reason; the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the Applicable Interest Rate within 45 (forty-five) days including compensation in the manner as provided under the Applicable Laws .

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Applicable Laws for every month of delay, till the handing over of the possession of the Apartment.

## 7.7 Mode of giving possession

The Promoter shall serve upon the Allottee a notice in writing ("**Possession Notice**") to take over possession of the Apartment within 60 (sixty) days ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Apartment to the Allottee on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.

## 7.8 Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 61<sup>st</sup> day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

## 7.9 Responsibilities

On and from the Possession Date:

- 7.9.1 The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
  - 7.9.2 The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas and facilities on and from the Possession Date;
  - 7.9.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
  - 7.9.4 All other expenses necessary and incidental to the management and maintenance of the Project.
- 7.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after

the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

## **8. CONVEYANCE OF THE APARTMENT**

- 8.1 The Promoter, on receipt of complete amount of the Sale Price and other charges and deposits specified in this Agreement and in particular the charges specified in clause 8.2 below, from the Allottee, shall execute a conveyance deed ("**Conveyance Deed**") and convey the title of the Apartment together with the Parking Space within 3(three) months from the issuance of the occupancy certificate. The Promoter shall transfer the right title and interest in the Common Areas to the Association.
- 8.2 The Allottee shall be required to pay the entire stamp duty, registration fee, any penalty imposed, legal fees/documentation charges (as specified in **Schedule 8** hereunder written), other taxes and incidental charges for registering the Conveyance Deed as also other levies and/or charges as may be levied by any Government and/or other authority from time to time and as applicable at the time of registration, in addition to all prior deposits/payments made by the Allottee. Such amount shall be deposited by the Allottee within 15 (fifteen) days from the date of issuance of notice by the Promoter calling for such payment to effect registration of Conveyance Deed. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- 8.3 The Conveyance Deed of the Apartment shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Conveyance Deed will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- 8.4 Subject to the Agreement, the Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment and the Parking Space;
  - (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the Association of the allottees as provided in the Applicable Laws;



- (iii) That the computation of the Sale 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, fire detection and fire fighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.
- 8.5 It is made clear by the Promoter and the Allottee hereby agrees that the Apartment along with Parking Space 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 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 Promoter. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.
- 8.6 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- 8.7 It is understood by the Allottee that Block-B-Tower Commercial Portions, Block-B-Tower Commercial Common Portions, Block-B Tower, Access Road Lands and the Sub-Station Portion are fully excluded from the purview and ambit of these presents and notwithstanding anything elsewhere to the contrary herein contained, the Allottee shall not have any ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto.
- 8.8 It is understood by the Allottee that the fact and covenants that the Access Road Land is intended and/or meant and/or reserved by the Promoter for ingress and egress to and from both the Block A and Block B, with liberty to the Promoter to finally decide the mode and manner of user thereof as the Promoter may deem fit and proper in its absolute discretion and the Allottee shall not have any ownership share, right, title and interest whatsoever or howsoever therein nor any claim or demand with regard thereto save the right of ingress and egress in common with the Promoter, and the owners and occupiers of the Block B and the Sub-Station Portion.
- 8.9 The Allottee is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Residential Complex on its Northern, Eastern, Southern and Western Portion shall be for common use by the occupants of both the Block A and Block B as well as the Promoter.

## **9. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Applicable Laws.

**10. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/its right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.

**11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/Association shall have rights of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**12. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, 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 for rendering maintenance services.

**13. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to this Agreement, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower, or the Apartment, or the Tower Common Areas 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 Tower is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Tower. The Allottee shall also not remove any wall, including the outer and load

bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **14. 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 Sanctioned Plan has been approved by the competent authority(ies) except for as provided in the Applicable Laws.

#### **15. COMMON AREAS AND FACILITIES AND AMENITIES**

##### **15.1 Undivided interest**

The Allottee together with all other allottees of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

##### **15.2 Water supply**

Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply connection. The installation cost will be reimbursed by the Allottee and the usage charges will be applicable on actual consumption basis. However, after handing over the Common Areas and facilities of the Project, the Promoter/Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the Promoter/Maintenance Company/Association.

##### **15.3 Sewerage**

The entire sewage of the Project will be treated by the modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

##### **15.4 Solid waste management**

The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

##### **15.5 Storm water disposal**

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

#### 15.6 **Power supply**

Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee. The amount recoverable from the Allottee for power arrangements shall be as specified in **Parts I and II of Schedule 8** hereunder written.

The Allottee shall pay for the Electricity Security Deposit (“**ESD**”) for individual electric meters allotted to the Allottee by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee will be intimated in due course as soon as the same is known to the Promoter.

The ESD would be subject to revision and replenishment and the Allottee shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee may be required to enter into a separate agreement for supply of electricity through sub-meters.

#### 15.7 **Diesel Generator backup**

The Allottee will be provided power back up and will be charged extra both for installation and consumption of power as intimated by the Promoter. Any Allottee may opt for power back up of over and above the specified limit already provided by making specific request to that effect to the Promoter at the costs and expenses of the Allottee.

The Allottee shall be liable to pay installation charges as specified in **Part I of Schedule 8** hereunder written and the same shall be paid to the Promoter within the due date to be notified thereof by the Promoter.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee on the basis of proportionate backup power subscribed by him. The actual running and expenses for the DG for common areas will be charged from the Allottee.

#### 15.8 **Additions or replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, fire fighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be

contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

## **16. MAINTENANCE AND ASSOCIATION**

### **16.1 Maintenance Company**

Upon completion of the Project and until the formation of the Association, the Promoter will hand over its management for maintenance to the Maintenance Company for which the Allottee may be required to execute an agreement ("**Maintenance Agreement**") with the Maintenance Company.

### **16.2 Association**

The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Project.

### **16.3 Maintenance Charges**

For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges ("**Maintenance Charges**") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay:

16.3.1 The Allottee shall not be entitled to avail any maintenance services;

16.3.2 Applicable Interest Rate will become payable by the Allottee;

16.3.3 The Promoter/Maintenance Company/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

### **16.4 Maintenance Security Deposit**

An interest free corpus deposit ("**Maintenance Security Deposit**") for the Apartment shall be paid by the Allottee to the Promoter on or before taking over possession of the Apartment. The Maintenance Security Deposit is Rs. 59/- per square feet of the carpet area of the Apartment and the same shall be used by the Promoter/Association for repair of Common Areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of

the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.

#### **16.5 Interest Free Security Deposit**

The Allottee shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("IFSD") to the Promoter calculated at the rate of Rs 3.67 (Rupees Three and sixty-seven paise only) per square feet of the carpet area of the Apartment per month on Possession Date. The said IFSD shall be kept with the Promoter in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/Maintenance Company/Association. If the said IFSD remains unutilised then the same shall be transferred to the Association as and when desired by the Association.

#### **17. REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND PROMOTER**

The Owners and the Promoter hereby, jointly, represents and warrants to the Allottee as follows:-

- (i) The Owners have absolute, clear and marketable title with respect to the Land; the Promoter has requisite rights to carry out development upon the Land;
- (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 Land or the Project;
- (iv) There are no litigation pending before any Court of law with respect to the Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, Land, Tower 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 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) Before or 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;
- (x) The Owners/Promoter has duly paid and shall continue to pay and discharge till handing over of possession of the Apartment 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 Project to the competent Authorities;
- (xi) 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 Land) has been received by or served upon the Promoter in respect of the Land and/or the Project.

## **18. COVENANTS OF THE ALLOTTEE**

### **18.1 Residential use**

The Allottee shall not use the Apartment or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

### **18.2 Hazardous materials**

The Allottee shall not store in the Apartment or Tower any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

### **18.3 Additions**

The Allottee shall not make any additions or alterations in the Apartment or Tower or cause damage to or nuisance in the Apartment or Tower or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Tower and Apartment.

### **18.5 Advertisements etc.**

The Allottee shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Tower and/or the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

### **18.6 Co-operation**

The Allottee shall at all times co-operate with the other Allottees/occupiers of the Units in the management and maintenance of the Apartment and the Tower and the Project.

#### **18.7 Transfer**

The Allottee shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher. Such transfer however shall be permissible only if the first instalment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

#### **18.8 Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee within 7 days of demand being made by the Promoter without raising any objection thereto.

### **19. EVENTS OF DEFAULTS AND CONSEQUENCES**

19.1 Subject to the Force Majeure events and Reasonable Circumstances, 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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Applicable Laws or the rules or regulations made thereunder.

19.2 In case of Default by Promoter under the conditions listed above, the 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 Applicable Interest Rate within forty-five days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at Applicable Interest Rate, for every month of delay till the handing over of the possession of the Apartment.

- 19.3 Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the Allottee committing (i) default in payment of any outstanding amount, due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and such default continues for a period of 60 (sixty) days from the due date of such payment; and/or (ii) breach of any of the other terms of the Agreement, the Promoter shall issue a notice of such default to the Allottee and the Allottee shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/SpeedPost with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter:

## **20. DISPUTE RESOLUTION**

- 20.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.
- 20.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, then in that event, shall be settled through the adjudicating officer appointed under the Applicable Laws.

## **21. MISCELLANEOUS**

### **21.1 Compliance of laws relating to remittances**

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.

The Promoter accepts no responsibility in this regard. 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.

#### **21.2 Compliance of laws, notifications etc. by the Allottee**

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. That the Allottee hereby undertakes that he/she/it shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/its own cost.

#### **21.3 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 Schedule within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the 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 15(fifteen) 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 shall be returned to the Allottee without any interest or compensation whatsoever after deducting cancellation charges.

#### **21.4 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.

#### **21.5 Right to amend**

This Agreement may only be amended through written consent of the Parties. However it is clarified that the parties shall be bound to enter into a fresh Agreement to Sale annulling this Agreement, if required to do so, under the WBHRA and/or any other applicable law for the time being in force.

#### **21.6 Provisions of this Agreement applicable on the Allottee/subsequent allottees**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of 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.

#### **21.7 Waiver not a limitation to enforce**

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 Schedule 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 Allottee in the case of one purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees. 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.

#### **21.8 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.

#### **21.9 Method of calculation of proportionate share wherever referred to in this Agreement**

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

#### **21.10 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.

#### **21.11 Place of execution and Stamp duty and Registration Fees**

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

The stamp duty, registration fees and other incidental charges in respect of this Agreement shall be borne and paid by the Allottee.

#### **21.12 Non-waiver**

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

#### **21.13 Indemnity**

Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

#### **21.14 Co-operation**

Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.

#### 21.15 Further Assistances

The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

#### 21.16 Relationship of Parties

The Agreement is entered amongst the Parties on principal to principal basis.

#### 21.17 Notices

All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by delivering by hand or sending by e-mail or courier or speed/registered postwith A/D to the address set forth below in respect of each Party:

##### A. PROMOTER:

Address : Shrachi Tower, 8<sup>th</sup> Floor, 686, Anandapur, Eastern Metropolitan  
Bypass – R.B. Connector Junction, Police Station: Anandapur, Post  
Office: Madurdaha Kolkata: 700107  
E-mail : sales@shrachi.com  
Attn : Mr. Anshuman Sarkar

##### B. ALLOTTEE:

Address : [●]  
E-mail : [●]  
Attn : Mr/Ms

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.

#### 21.18 Jurisdiction

The Courts at Kolkata shall have exclusive jurisdiction.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST**

ABOVE WRITTEN.

---

Signed for and on behalf of  
**[SJB ESTATES LLP]**

By : .....

Title : .....

---

Signed for and on behalf of  
**[Owners]**

By : .....

Title : .....

#### **FOR INDIVIDUALS**

---

Signed by  
**[ALLOTTEE]**

By : .....

#### **FOR INDIVIDUALS (POA)**

---

Signed for and on behalf of  
**[ALLOTTEE]**

By : .....

Title : Power of Attorney holder

#### **FOR OTHER THAN INDIVIDUALS**

---

Signed for and on behalf of  
**[ALLOTTEE]**

By : .....

Title : .....

#### **SCHEDULE 1 (Owners)**

- 1) JHILMIL COMPLEX PRIVATE LIMITED**[PAN:AADCJ1562A], a company within the meaning of the Companies Act, 2013 and having its registered office at Mukul Shanti Garden, Flat No. B, 5th Floor, Block-02, Jogerdanga, Rajarhat, P.S-Airport, Kolkata-700136, duly represented by Mr.

Rabiul Islam Gain [PAN: ANBPG1674J.], the Director son of Abdul Gaffar Gain, residing at Swarupnagar, North 24 Parganas, Pin Code -743286; and

- 2) **PANCHMAHAL REALTORS PRIVATE LIMITED**[PAN:AAHCP3223C], a company within the meaning of the Companies Act, 2013 and having its registered office at Mukul Shanti Garden, Flat No. B, 5th Floor, Block-02, Jogerdanga, Rajarhat, P.S-Airport, Kolkata-700136, duly represented by Mr. Rabiul Islam Gain [PAN: ANBPG1674J.], the Director son of Abdul Gaffar Gain, residing at Swarupnagar, North 24 Parganas, Pin Code -743286; and
- 3) **PANCHPUSHAP CONSTRUCTION PRIVATE LIMITED**[PAN: AAHCP3224F], a company within the meaning of the Companies Act, 2013 and having its registered office at Mukul Shanti Garden, Flat No. B, 5th Floor, Block-02, Jogerdanga, Rajarhat, P.S-Airport, Kolkata-700136, duly represented by Mr. Mohammad Abu Taher [PAN:AJVPT1773F.], the Director son of Ismail Ali, residing at Nilganj (Kokapur), North 24 Parganas, Barasat- 743120; and
- 4) **SHANTIMAY CONSTRUCTION PRIVATE LIMITED**[PAN: AATCS5173J], a company within the meaning of the Companies Act, 2013 and having its registered office at Mukul Shanti Garden, Flat no. B, 5th Floor, Block-02, Jogerdanga, Rajarhat, P.S-Airport,Kolkata-700136, duly represented by Mr. Mohammad Abu Taher [PAN:AJVPT1773F.], the Director son of Ismail Ali, residing at Nilganj (Kokapur), North 24 Parganas, Barasat- 743120; and
- 5) **JAGMATA BUILDERS PRIVATE LIMITED**[PAN: AADCJ1111F], a company within the meaning of the Companies Act, 2013 and having its registered office at Village & Post: SangrampurP.S-Basirhat, District Basirhat, duly represented Md. Najmul Hasan [PAN: AEHPH5437D], the Director son of Mohammad Nur Islam, residing at 110, Village- Sadarpur,Jagannathpur, P.O-Jagannathpur, Kolkata-700126; and
- 6) **TRICKY INFRASTRUCTURE PRIVATE LIMITED**[PAN: AAECT6524B], a company within the meaning of the Companies Act, 2013 and having its registered office at Village & Post: SangrampurP.S-Basirhat, District Basirhat, duly represented by Md. Najmul Hasan [PAN: AEHPH5437D], the Director son of Mohammad Nur Islam, residing at 110, Village- Sadarpur,Jagannathpur, P.O-Jagannathpur, Kolkata-700126

**SCHEDULE 2**  
**PART A**  
**(Description of the Land)**

ALL THAT piece and parcel of land total containing by estimation an area of 2.642 acres equivalent to 10691.795 square meters, lying and situated at Mouza- Maynagadi, JL No. 6 , R.S No. 196, Touzi No.146, A.DS.R Office at Kadambagachi, P.S- Barasat , under the limits of Khilkapur Gram Panchayat, District and Collectorate-24 Parganas (North)

SI	Khatian No.	Dag No.	Total Area (Acre)	Area (Acre)
----	-------------	---------	----------------------	----------------

1	801/1, 809/1 and 622/1, 1517,1518	1283	1.95	<b>1.16</b>
2	358/1	1286	0.26	<b>0.2568</b>
3	1567 1205, 633, 592, 309, 3, 105, 209	1292	0.63	<b>0.63</b>
4	1738	1291	0.56	<b>0.40</b>
5	358/1	1285	0.20	<b>0.1952</b>
<b>Total:</b>				<b>2.6420</b>

**TOGETHER WITH** all rights and easements appertaining thereto and the same is butted and bounded as follows:

On the North: By part of Dag No.1283 and 1284

On the South: By Dag No.1290, 1287, 1288

On the East: By NH34 Road

On the West: by Part of Dag No.1295, 1294, 1293, 1627

#### **PART B (Residential Complex Land)**

ALL THAT piece and parcel of land total containing by estimation an area of 2.535 acres equivalent to 10258.781 square meters and comprised within the Land, lying and situated at Mouza- Maynagadi, JL No. 6 , R.S No. 196, Touzi No.146, A.DS.R Office at Kadambagachi, P.S- Barasat , under the limits of Khilkapur Gram Panchayat, District and Collectorate-24 Parganas (North)

#### **PART C (Commercial Complex Land)**

ALL THAT piece and parcel of land total containing by estimation an area of 0.107 acres equivalent to 433.014 square meters and comprised within the Land lying and situated at Mouza- Maynagadi, JL No. 6 , R.S No. 196, Touzi No.146, A.DS.R Office at Kadambagachi, P.S- Barasat , under the limits of Khilkapur Gram Panchayat, District and Collectorate-24 Parganas (North)

#### **PART D (Sub-station Land)**

ALL THAT piece and parcel of land total containing by estimation an area of 0.037 acres equivalent to 150 square meters in Dag No. 1283 and comprised within the Land lying and situated at Mouza- Maynagadi, JL No. 6 , R.S No. 196, Touzi No.146, A.DS.R Office at Kadambagachi, P.S- Barasat , under the limits of Khilkapur Gram Panchayat, District and Collectorate-24 Parganas (North)



**PART E**  
**(Chain of Title of Land)**

1. Devolution of Title of R.S./L.R. *Dag* No. 1283:

- By a Deed of Conveyance dated 1<sup>st</sup> August, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 116, at Pages 251 to 261, being Deed No. 7567 for the year 1990, one Mandadari Devi Shaw purchased from Mihir Kumar Haldar, land classified as *sali* (agricultural) measuring 32 (thirty two) decimal [equivalent to 19 (nineteen) *cottah* 8 (eight) *chittack* 40 (forty) square feet], more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Property Of Mandadari Devi Shaw In 1283).
- Mandadari Devi Shaw got her name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 801/1.
- By a Deed of Conveyance dated 1<sup>st</sup> August, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 116, at Pages 229 to 239, being Deed No. 7565 for the year 1990, one Nandalal Jaiswal purchased from Mihir Kumar Haldar, land classified as *sali* (agricultural) measuring 33 (thirty three) decimal [equivalent to 19 (nineteen) *cottah* 8 (eight) *chittack* 40 (forty) square feet], more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Larger Property Of Nandalal Jaiswal In 1283).
- By a Deed of Conveyance dated 4<sup>th</sup> June, 2001, registered in the Office of the District Sub-Registrar-II, Barasat, in Book No. I, Volume No. 68, at Pages 361 to 370, being Deed No. 3734 for the year 2001, said Nandalal Jaiswal sold, conveyed and transferred to (1) Sefali Ghosh and (2) Amit Ghosh, land measuring 10 (ten) decimal, more or less, out of the Larger Property Of Nandalal Jaiswal In 1283 (Portion Of Larger Property Of Nandalal Jaiswal In 1283) and remained the absolute owner in respect of land measuring 23 (twenty three) decimal, more or less, out of the Larger Property Of Nandalal Jaiswal In 1283 (Remaining Property Of Nandalal Jaiswal In 1283).
- Nandalal Jaiswal got his name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 622/1.
- By a Deed of Conveyance dated 8<sup>th</sup> November, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 142, at Pages 62 to 72, being Deed No. 7477 for the year 1990, one Manju Jaiswal purchased from Mojaffar Hossain & Ors., land classified as *sali* (agricultural) measuring 33 (thirty three) decimal [equivalent to 19 (nineteen) *cottah* 8 (eight) *chittack* 40 (forty) square feet], more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Property Of Manju Jaiswal In 1283).

- Manju Jaiswal got her name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 809/1.
- By a Deed of Lease dated 28<sup>th</sup> April, 2003, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, recorded in Book No.I, being Deed Nos. 04248, 04249 and 04250 for the year 2003, said Mandadari Devi Shaw, Nandalal Jaiswal and Manju Jaiswal collectively granted a lease of 11 (eleven) years in favour of M/s. Moyna Agro Products in respect of 41 chottah 15 chittack 22 sq. ft.
- Further by a Deed of Surrender of Lease dated 8<sup>th</sup> May, 2006, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, recorded in Book No.I, Volume No. 1, at Pages 1 to 10, being Deed No. 06054 for the year 2006, said M/s. Moyna Agro Products surrendered the said lease of 11 (eleven) years in favour of Mandadari Devi Shaw, Nandalal Jaiswal and Manju Jaiswal in respect of 41 chottah 15 chittack 22 sq. ft.
- Said Manju Jaiswal, a Hindu governed by the Hindu Law of Inheritance died intestate leaving behind her surviving her husband, Om Prakash Jaiswal, her only son, Nitin Jaiswal and her only daughter, Sweety Jaiswal, as her only legal heirs and heiress, who jointly and in equal share inherited the right, title and interest of Late Manju Jaiswal in respect of Property Of Manju Jaiswal In 1283.
- In the above mentioned circumstances (1) Mandadari Devi Shaw (2) Nandalal Jaiswal (3) Om Prakash Jaiswal (4) Nitin Jaiswal and (5) Sweety Jaiswal became joint and absolute owners of Property Of Mandadari Devi Shaw In 1283, Remaining Property Of Nandalal Jaiswal In 1283 and Property Of Manju Jaiswal In 1283, collectively land classified as *sali* (agricultural) measuring 88 (eighty eight) decimal, more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, recorded in L.R. *Khatian* Nos. 801/1, 622/1 and 809/1, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (First Property In 1283).
- By a Deed of Sale dated 2<sup>nd</sup> November, 2006, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 2, at Pages 8726 to 8754, being Deed No. 00880 for the year 2008, said (1) Mandadari Devi Shaw (2) Nandalal Jaiswal (3) Om Prakash Jaiswal (4) Nitin Jaiswal and (5) Sweety Jaiswal sold, conveyed and transferred to one Amit Ghosh, the said First Property In 1283.
- Thereafter, by a Deed of Gift dated 17<sup>th</sup> January, 2013, registered in the Office of the Additional Registrar of Assurance-II, Kolkata, in Book No. I, CD Volume No. 6, at Pages 5433 to 5450, being Deed No. 01915 for the year 2013, said Amit Ghosh gifted, granted and transferred to his wife, Ankita Chakraborty, the said First Property In 1283.
- By a Deed of Sale dated 15<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 25, at Pages 1880 to 1895, being Deed No. 06905 for the year 2013, said Ankita Chakraborty sold, conveyed and transferred to (1) Abdul Kalam and (2) Manowara Bibi, the said First Property In 1283.
- In the above mentioned events and circumstances, said (1) Abdul Kalam and (2) Manowara Bibi became the joint and absolute owners of the said First Property In 1283, being land classified as

*sali* (agricultural) measuring 88 (eighty eight) decimal, more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, recorded in L.R. Khatian Nos. 801/1, 622/1 and 809/1, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.

- By a Deed of Conveyance dated 8<sup>th</sup> November, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 142, at Pages 52 to 61, being Deed No. 7476 for the year 1990, one Sarita Jaiswal purchased from Mojaffar Hossain & Ors., land classified as *sali* (agricultural) measuring 32.5 (thirty two point five) decimal [equivalent to 19 (nineteen) *cottah* 10 (ten) *chittack* 27 (twenty seven) square feet], more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Property Of Sarita Jaiswal In 1283).
- By a Deed of Conveyance dated 4<sup>th</sup> June, 2001, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 68, at Pages 345 to 352, being Deed No. 3732 for the year 2001, said Sarita Jaiswal sold, conveyed and transferred to (1) Shefali Ghosh and (2) Amit Ghosh, the said Property Of Sarita Jaiswal In 1283.
- In the above mentioned events and circumstances (1) Shefali Ghosh and (2) Amit Ghosh became the joint and absolute owners of said Property Of Sarita Jaiswal In 1283 and Portion Of Larger Property Of Nandalal Jaiswal In 1283 (as mentioned in 4.1.4 above), collectively land classified as *sali* (agricultural) measuring 42.5 (forty two point five) decimal, more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Shefali & Anr. Property In 1283).
- Shefali Ghosh and Amit Ghosh got their name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* Nos. 1517 and 1518, respectively.
- By a Deed of Sale dated 28<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 29, at Pages 436 to 451, being Deed No. 07923 for the year 2013, said (1) Shefali Ghosh and (2) Amit Ghosh sold, conveyed and transferred to (1) Abdul Kalam and (2) Abdul Habib, land measuring 28 (twenty eight) decimal, more or less, out of Shefali & Anr. Property In 1283, being land classified as *sali* (agricultural) measuring 28 (eighty eight) decimal, more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, recorded in L.R. Khatian Nos. 1517 and 1518, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Second Property In 1283).
- In the above mentioned circumstances said (1) Abdul Kalam became the sole and absolute owner in respect of land measuring 44 (forty four) decimal, more or less, out of First Property In 1283, recorded in L.R. Khatian Nos. 801/1, 622/1 and 809/1 and land measuring 14 (fourteen) decimal, more or less, out of Second Property In 1283, recorded in L.R. Khatian Nos. 1517 and 1518, collectively land measuring 58 (fifty eight) decimal, more or less, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas, (2) Manowara Bibi became the sole and absolute owner in respect of

land measuring 44 (forty four) decimal, more or less, out of First Property In 1283, recorded in L.R. Khatian Nos. 801/1, 622/1 and 809/1, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas and (3) Abdul Habib became the sole and absolute owner in respect of land measuring 14 (fourteen) decimal, more or less, out of Second Property In 1283, recorded in L.R. Khatian Nos. 1517 and 1518, out of 195 (one hundred and ninety five) decimal, being a portion of R.S./L.R. *Dag* No. 1283, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (all are collectively Said Property In 1283).

2. Devolution of Title of R.S./L.R. *Dag* No. 1285:

- By virtue of 2 (two) Deeds being (1) Deed of Conveyance dated 9<sup>th</sup> July, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 106, at Pages 281 to 290, being Deed No. 6817 for the year 1990 and (2) Deed of Conveyance dated 1<sup>st</sup> August, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 116, at Pages 262 to 275, being Deed No. 7568 for the year 1990, one Keshab Prasad Shaw purchased from Mojaffar Hossain & Ors. and Mihir Kumar Haldar, land classified as *sali* (agricultural) measuring 19.52 (nineteen point five two) decimal, more or less, out of 20 (twenty) decimal, being a portion of R.S./L.R. *Dag* No. 1285, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Larger Property In 1285).
- Keshab Prasad Shaw got his name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 358/1.
- By a Deed of Sale dated 2<sup>nd</sup> November, 2006, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 2, at Pages 8767 to 8787, being Deed No. 00881 for the year 2008, said Keshab Prasad Shaw sold, conveyed and transferred to Shefali Ghosh, the Larger Property In 1285.
- By a Deed of Gift dated 26<sup>th</sup> December, 2012, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 1, at Pages 306 to 320, being Deed No. 00066 for the year 2013, said Shefali Ghosh gifted, granted and transferred to Amit Ghosh, the Larger Property In 1285.
- By a Deed of Sale dated 28<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 29, at Pages 421 to 435, being Deed No. 07922 for the year 2013, said Amit Ghosh sold, conveyed and transferred to (1) Abdul Kalam and (2) Abdul Habib, land measuring 19 (nineteen) decimal, more or less, out of the Larger Property In 1285 (Said Property In 1285).
- In the above mentioned circumstances said Abdul Kalam became the sole and absolute owner in respect of land measuring 9.5 (nine point five) decimal, more or less, out of the Said Property In 1285, recorded in L.R. Khatian No. 358/1, out of 20 (twenty) decimal, being a portion of R.S./L.R. *Dag* No. 1285, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.

- In the above mentioned circumstances said Abdul Habib became the sole and absolute owner in respect of land measuring 9.5 (nine point five) decimal, more or less, out of the Said Property In 1285, recorded in L.R. Khatian No. 358/1, out of 20 (twenty) decimal, being a portion of R.S./L.R. *Dag* No. 1285, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.
3. Devolution of Title of R.S./L.R. *Dag* No. 1286:
- By a Deed of Conveyance dated 17<sup>th</sup> July, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 107, at Pages 277 to 290, being Deed No. 7081 for the year 1990, one Keshab Prasad Shaw purchased from Amita Pal, land classified as *sali* (agricultural) measuring 13 (thirteen) decimal, more or less, out of 26 (twenty six) decimal, being a portion of R.S./L.R. *Dag* No. 1286, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (First Property In 1286).
  - By a Deed of Conveyance dated 25<sup>th</sup> September, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 128, at Pages 408 to 419, being Deed No. 8993 for the year 1990, said Keshab Prasad Shaw purchased from Mohammad Abdul Momin, land classified as *sali* (agricultural) measuring 13 (thirteen) decimal, more or less, out of 26 (twenty six) decimal, being a portion of R.S./L.R. *Dag* No. 1286, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Second Property In 1286).
  - Keshab Prasad Shaw became the sole and absolute owner of First Property In 1286 and Second Property In 1286 (collectively Larger Property In 1286) and got his name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 358/1.
  - By a Deed of Sale dated 2<sup>nd</sup> November, 2006, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 2, at Pages 7948 to 7968, being Deed No. 00839 for the year 2008, said Keshab Prasad Shaw sold, conveyed and transferred to Shefali Ghosh, land measuring 25.68 (twenty five point six eight) decimal, more or less, out of the Larger Property In 1286 (Said Property In 1286).
  - By a Deed of Sale dated 28<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 29, at Pages 452 to 466, being Deed No. 07924 for the year 2013, said Shefali Ghosh sold, conveyed and transferred to (1) Abdul Kalam and (2) Abdul Habib, the Said Property In 1286.
  - In the above mentioned circumstances said Abdul Kalam became the sole and absolute owner in respect of land measuring 12.84 (twelve point eight four) decimal, more or less, out of the Said Property In 1286, recorded in L.R. Khatian No. 358/1, out of 26 (twenty six) decimal, being a portion of R.S./L.R. *Dag* No. 1286, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.
  - In the above mentioned circumstances said Abdul Habib became the sole and absolute owner in respect of land measuring 12.84 (twelve point eight four) decimal, more or less, out of the Said Property In 1286, recorded in L.R. Khatian No. 358/1, out of 26 (twenty six) decimal, being a

portion of R.S./L.R. *Dag* No. 1286, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.

4. Devolution of Title of R.S./L.R. *Dag* No. 1291:

- By virtue of 2 (two) Deeds being (1) Deed of Conveyance dated 24<sup>th</sup> December, 1996, registered in the Office of the District Registrar, North 24 Parganas, Barasat, in Book No. I, Volume No. 58, at Pages 287 to 291, being Deed No. 2796 for the year 1996 and (2) Deed of Conveyance dated 24<sup>th</sup> December, 1996, registered in the Office of the District Registrar, North 24 Parganas, Barasat, in Book No. I, Volume No. 58, at Pages 281 to 286, being Deed No. 2795 for the year 1996, Anil Kumar Banerjee and Anima Banerjee purchased from Ayub Ali Mondal, land classified as *sali* (agricultural) measuring 40 (forty) decimal, more or less, out of 56 (fifty six) decimal, being a portion of R.S./L.R. *Dag* No. 1291, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Said Property In 1291).
- Said Anil Kumar Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him surviving his wife, Anima Banerjee and his 5 (five) sons, namely, (1) Uday Banerjee, (2) Tapas Banerjee, (3) Tapan Banerjee, (4) Swapan Banerjee and (5) Arun Banerjee, as his only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Anil Kumar Banerjee in respect of the Said Property In 1291.
- By a Deed of Sale dated 19<sup>th</sup> March, 2007, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, being Deed No. 07850 for the year 2007, said (1) Uday Banerjee, (2) Tapas Banerjee, (3) Tapan Banerjee, (4) Swapan Banerjee, (5) Arun Banerjee and (6) Anima Banerjee sold, conveyed and transferred to Shefali Ghosh, the Said Property In 1291.
- Shefali Ghosh got her name mutated in the records of the Block Land and Land Reforms Office, Barasat, under L.R. *Khatian* No. 1738, respectively.
- By a Deed of Gift dated 26<sup>th</sup> December, 2012, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 1, at Pages 321 to 334, being Deed No. 00067 for the year 2013, said Shefali Ghosh gifted, granted and transferred to Amit Ghosh, the Said Property In 1291.
- By a Deed of Sale dated 28<sup>th</sup> May, 2013, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 29, at Pages 407 to 420, being Deed No. 07921 for the year 2013, said Amit Ghosh sold, conveyed and transferred to (1) Abdul Kalam and (2) Abdul Habib, the Said Property In 1291.
- In the above mentioned circumstances said Abdul Kalam became the sole and absolute owner in respect of land measuring 20 (twenty) decimal, more or less, out of the Said Property In 1291, recorded in L.R. *Khatian* No. 1738, out of 56 (fifty six) decimal, being a portion of R.S./L.R. *Dag* No. 1291, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.
- In the above mentioned circumstances said Abdul Habib became the sole and absolute owner in respect of land measuring 20 (twenty) decimal, more or less, out of the Said Property In 1291,

recorded in L.R. Khatian No. 1738, out of 56 (fifty six) decimal, being a portion of R.S./L.R. *Dag* No. 1291, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.

5. Devolution of Title of R.S./L.R. *Dag* No. 1292:

- By a Deed of Conveyance dated 12<sup>th</sup> June, 2001, registered in the Office of the Sub-Registrar, Kadambagachi, in Book No. I, being Deed No. 836 for the year 2001, one Sant Lal Jaiswal purchased from Md. Daud Ali, Abdul Wahed, Md. Nawab Ali, Abdul Odut, Anowara Bibi, Asunara Bibi, Manowara Bibi, Taj Mahammad and Akchir Mahammad, land classified as *sali* (agricultural) measuring 33 (thirty three) decimal, more or less, out of 63 (sixty three) decimal, being a portion of R.S./L.R. *Dag* No. 1292, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Sant Lal's Property In 1292).
- By a Deed of Conveyance dated 12<sup>th</sup> June, 2001, registered in the Office of the Sub-Registrar, Kadambagachi, in Book No. I, being Deed No. 837 for the year 2001, one Sarita Jaiswal purchased from Md. Daud Ali, Abdul Wahed, Md. Nawab Ali, Abdul Odut, Anowara Bibi, Asunara Bibi, Manowara Bibi, Taj Mahammad and Akchir Mahammad, land classified as *sali* (agricultural) measuring 30 (thirty) decimal, more or less, out of 63 (sixty three) decimal, being a portion of R.S./L.R. *Dag* No. 1292, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Sarita's Property In 1292).
- We can understand that Sant Lal Jaiswal and Sarita Jaiswal have purchased the Sant Lal's Property In 1292 and Sarita's Property In 1292, being land measuring 33 (thirty three) decimal and 30 (thirty) decimal, respectively but said Sant Lal Jaiswal was entitled to land measuring 30 (thirty) decimal, more or less, out of Sant Lal's Property In 1292 (First Property In 1292) and got mutated his name in the records of the Block Land and Land Reforms Office, Barasat, in L.R. Khatian No. 1567 and whereas Sarita Jaiswal was entitled to land measuring 28 (twenty eight) decimal, more or less, out of Sarita's Property In 1292 (Second Property In 1292).
- By a Deed of Sale dated 2<sup>nd</sup> November, 2006, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 2, at Pages 8655 to 8673, being Deed No. 00876 for the year 2008, said Sant Lal Jaiswal sold, conveyed and transferred to Sunita Ghosh, the First Property In 1292.
- Said Sarita Jaiswal, a Hindu governed by the Hindu Law of Inheritance died intestate, leaving behind her surviving her husband, Ratan Lal Jaiswal and her only son, Rahul Jaiswal (Minor), as his only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Sarita Jaiswal in respect of the Second Property In 1291.
- By a Deed of Sale dated 8<sup>th</sup> June, 2007, registered in the Office of the District Sub-Registrar – II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 1, at Pages 1303 to 1314, being Deed No. 01104 for the year 2009, said Ratan Lal Jaiswal and Rahul Jaiswal (a minor represented by his father, Ratan Lal Jaiswal) sold, conveyed and transferred to Gobinda Chandra Ghosh, the Second Property In 1292.

- One Chobahan Mondal was the sole, absolute and recorded owner of land classified as *sali* (agricultural) measuring 5 (five) decimal, more or less, out of 63 (sixty three) decimal, being a portion of R.S./L.R. *Dag* No. 1292, recorded in L.R. Khatian No. 1205, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas (Third Property In 1292).
- Said Chobahan Mondal, a Muslim governed by the Mohammedan Law of Inheritance died intestate, leaving behind him surviving his 4 (four) sons, namely, (1) Md. Abdul Wahed (2) Md. Abdul Adut (3) Md. Taj Mohammad and (4) Md. Akchir Mohammad and his 5 (five) daughters, namely, (1) Aspiya Bibi (2) Tahamina Begam (3) Asunur Bibi (4) Anowara Bibi and (5) Manuwara Bibi, as his only legal heirs and heiresses, who jointly and in diverse share inherited the right, title and interest of Late Chobahan Mondal in respect of the Third Property In 1291.
- By a Deed of Sale dated 31<sup>st</sup> October, 2006, registered in the Office of the Additional District Sub-Registrar, Kadambagachi, in Book No. I, being Deed No. 610 for the year 2007, said (1) Md. Abdul Wahed (2) Md. Abdul Adut (3) Md. Taj Mohammad (4) Md. Akchir Mohammad (5) Aspiya Bibi (6) Tahamina Begam (7) Asunur Bibi (8) Anowara Bibi and (9) Manuwara Bibi (through their constituted attorney, Abdul Habib, appointed by virtue of a General Power of Attorney dated 10<sup>th</sup> October, 2006, registered in the Office of the DSR-II, North 24 Parganas, Barasat, recorded in Book No. IV, Volume No. 1, at Pages 1 to 13, being No. 00510/2006) sold, conveyed and transferred to Gobinda Chandra Ghosh, the Third Property In 1292.
- By a Deed of Gift dated 26<sup>th</sup> December, 2012, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 1, at Pages 335 to 354, being Deed No. 00068 for the year 2013, said Gobinda Chandra Ghosh gifted, granted and transferred to Amit Ghosh, the Second Property In 1292.
- In the above mentioned events and circumstances said Sunita Ghosh became the sole and absolute owner of the First Property In 1292, said Amit Ghosh became the sole and absolute owner of Second Property In 1292 and said Gobinda Chandra Ghosh became the sole and absolute owner of Third Property In 1292.
- By a Deed of Sale dated 6<sup>th</sup> August, 2013, registered in the Office of the District Sub-Registrar-II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 39, at Pages 915 to 938, being Deed No. 10747 for the year 2013, said Sunita Ghosh, Amit Ghosh and Gobinda Chandra Ghosh collectively sold, conveyed and transferred to (1) Abdul Kalam and (2) Abdul Habib, the First Property In 1292, the Second Property In 1292 and the Third Property In 1292 (collectively Said Property In 1292).
- In the above mentioned circumstances said Abdul Kalam became the sole and absolute owner in respect of land measuring 31.5 (thirty one point five) decimal, more or less, out of the Said Property In 1292, recorded in L.R. Khatian Nos. 1205, 592, 309, 633, 3, 105, 806, 209 and 1567, out of 63 (sixty three) decimal, being a portion of R.S./L.R. *Dag* No. 1292, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.
- In the above mentioned circumstances said Abdul Habib became the sole and absolute owner in respect of land measuring 31.5 (thirty one point five) decimal, more or less, out of the Said



Property In 1292, recorded in L.R. Khatian Nos. 1205, 592, 309, 633, 3, 105, 806, 209 and 1567, out of 63 (sixty three) decimal, being a portion of R.S./L.R. *Dag* No. 1292, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of WKGP, Sub-Registration District Kadambagachi, District North 24 Parganas.

6. By a Development Agreement dated 6<sup>th</sup> August, 2013, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, CD Volume No. 35, at Pages 2399 to 2437, being No. 11874 for the year 2013 (Said DA), said (1) Abdul Kalam, (2) Manowara Bibi and (3) Abdul Habib jointly appointed Messieurs SJB Estates LLP as the Promoter to develop the Said Property, comprised in Said Property In 1283, Said Property In 1285, Said Property In 1286, Said Property In 1291 and Said Property In 1292.
7. By a Power of Attorney dated 21<sup>st</sup> August, 2013, registered in the Office of the District Sub-Registrar-II, Barasat, being No. 11351 for the year 2013 (Said POA), said (1) Abdul Kalam, (2) Manowara Bibi and (3) Abdul Habib jointly appointed Messieurs SJB Estates LLP as their constituted attorney to develop the Said Property, comprised in Said Property In 1283, Said Property In 1285, Said Property In 1286, Said Property In 1291 and Said Property In 1292.
8. Thereafter, by a Deed of Conveyance dated 5<sup>th</sup> December, 2013, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, CD Volume No. 50, at Pages 5026 to 5051, being Deed No. 16378 for the year 2013 said (1) Abdul Kalam, (2) Manowara Bibi and (3) Abdul Habib sold, conveyed and transferred the Said Property in favour of the Owners, being (1) Messieurs Jhilmil Complex Private Limited, (2) Messieurs Panchmahal Realtors Private Limited, (3) Messieurs Panchpushap Construction Private Limited (4) Messieurs Shantimay Construction Private Limited (5) Messieurs Jagmata Builders Private Limited and (6) Messieurs Tricky Infrastructure Private Limited. The said Promoter, i.e. Messieurs SJB Estates LLP was also a party to the said Conveyance and all the parties to the said Deed of Conveyance have jointly confirmed that the Said DA and Said POA shall be in force and the said Owners have jointly adopted the Said DA as well as the Said POA as if the Said DA and Said POA have been executed by the said Owners in favour of the said Promoter.
9. Jhilmil Complex Private Limited, the Owner No. 1, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1950.
10. Panchmahal Realtors Private Limited, the Owner No. 2, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1964.
11. Panchpushap Construction Private Limited, the Owner No. 3, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1952.
12. Shantimay Construction Private Limited, the Owner No. 4, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1951.
13. Jagmata Builders Private Limited, the Owner No. 5, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1965.
14. Tricky Infrastructure Private Limited, the Owner No. 6, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1968.

**SCHEDULE 3  
(Apartment)**

ALL THAT the ....BHK Apartment No..... in floor No.....of the Building No. ....having a total carpet area of ..... square feet or ..... square meter together with the undivided interest in Land.

**SCHEDULE 4  
(Floor Plan of the Apartment)**

**SCHEDULE 5  
(Parking Space)**

ALL THAT the right to park ..... car(s)/two-wheeler(s) in the covered/open parking space measuring about .....square feet equivalent to ..... square meter on the ground floor.

**SCHEDULE 6  
(Sanctioned Plans)**

**SCHEDULE 7  
("Mutual Easements & Reserved Matters")**

The following shall be reciprocal easements regarding the Apartments and/or the Common Portions between the Apartment Acquirers and the Promoter and/or the Allottees of other Apartments from the Promoter:

1. The right of ingress to and egress from the Apartments over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, sewage, drainage, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Tower including all the Apartments therein.
3. The right of support, shelter and protection of each portion of the Tower by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartments Acquirers in common with each other subject however to the other conditions herein.

**SCHEDULE 8  
("Extras & Deposits")**

**Part-I**

**[Extras]**

1. **Additional Work:** The cost of any work done or facility provided in any Apartment in addition to those mentioned in the Specifications at the request of or with the consent of the Allottee the same will be decided by the Promoter and the Allottee shall be deemed to have agreed to this.
2. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct L.T connection to the Apartments Acquirers will be payable to the Promoter by the Apartments Acquirers.
3. **Generator facility for inner consumption:** Proportionate cost of providing stand-by generator for the internal consumption in the Apartment, to be paid at the following rate :-

BHK	WATTS	AMOUNT
2	500	Rs. 30,000(Rupees Thirty Thousand Only)
2.5	500	Rs. 30,000(Rupees Thirty Thousand Only)
3	1000	Rs. 50,000(Rupees Fifty Thousand Only)

4. **Infrastructural Development Charges:** Costs incurred by the Promoter for developing the infrastructure calculated at the rate of Rs. 59/- (Rupees Fifty Nine Only) per square feet of the Apartment Carpet Area will be payable to the Promoter by the Apartments Acquirers.
5. **Association Formation Charges:** Costs incurred by the Promoter for formation of Association will be payable to the Promoter by the Apartments Acquirers on actual.
6. **Documentation Charges:** The documentation or legal fees shall be paid by the Apartment Acquirers at the following rate :-

BHK	AMOUNT
2	Rs. 15,000(Rupees Fifteen Thousand Only)
2.5	Rs. 18,000(Rupees Eighteen Thousand Only)
3	Rs. 20,000(Rupees Twenty Thousand Only)

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Apartment Acquirers.

**Part-II**  
**[Deposits]**

- 1. Maintenance Security Deposit:** An interest free corpus deposit calculated at the rate of Rs 59/- (Fifty Nine) per square feet of the Apartment Carpet Area ("**Maintenance Security Deposit**") for the Apartment shall be paid by the Allottee to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Maintenance Security Deposit payable shall be intimated by the Promoter on or before possession date. The Maintenance Security Deposit shall be used by the Promoter /Association for repair of the Complex or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association without interest when incorporated.
- 2. Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter by the Apartments Acquirers.
- 3. Taxes and/or deposits:** An estimated amount equal to 6 (six) months proportionate share of rates and taxes of municipality and/or other authorities, as may be estimated from time to time by the Promoter, to be utilised for the payment of such rates and taxes until mutation and separate assessment of the Apartment. Every time when the above deposit is likely to get exhausted before mutation and separate assessment of the Apartment takes place, the Apartment Acquirer shall deposit the above amount as and when demanded by the Promoter from time to time.
- 4.** If at any time the Maintenance Security Deposit and/or the IFSD shall fall below the prescribed limit mentioned in para 1,2 and 3 above, the Allottee shall make good such shortfall immediately on demand being made by the Promoter /Maintenance Company/Association.

**SCHEDULE 9**  
**("Common Expenses")**

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the Apartment Acquirers as follows:

- 1.** The costs and expenses relating to the Tower shall be borne by all the Apartment Acquirers in the proportion Apartment Area of any Apartment will bear to the area of all the Apartments in the Tower which will include all costs for maintaining the Common Portions.
- 2.** Some of the expenses mentioned herein may be common to all the Apartment Acquirers or only to those of any particular Tower as be decided by the Promoter or the Association, as the case may be.
- 3.** The expenses for maintenance, operation, and renovation etc. of Complex shall be borne and paid by the Apartment Acquirers to the extent and in the manner the Promoter or the Association, as the case may be, may decide.

4. All common amenities such as electricity, water supply, etc., used by the Commercial shall be payable on actual by the unit owner to the Promoter or the Association, as the case may be.
5. The expenses shall, inter-alia, include the following:
  - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the Common Areas and Facilities and Utilities of the Complex.
  - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - iv. **Insurance:** Costs towards payment of premium for insuring the Towers, Tower and the Common Portions.
  - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
  - vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the case may be, in respect of the Complex and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

#### SCHEDULE 10 ("Common Rules")

##### 1. The Apartment Acquirer shall not:

- 1.1 Damage the Tower or the Complex Common Portions or any of the other Apartments by making any alterations or withdrawing any support or otherwise.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked therefor.
- 1.3 Place or cause to be placed any article in any of the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Complex.
- 1.5 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- 1.6 Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Apartment save at the places provided therefor

provided that the Apartment Acquirer may display a small and decent name-plate outside the main door of the Apartment.

- 1.8 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the Common Portions which may be injurious or obnoxious to the other acquirers/occupiers of the Complex or such articles which are so heavy as to affect or endanger the structure of the Tower or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9 Hang from or attach to the beams or the rafters of any part of the Apartment or the Tower any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Tower or any part thereof.
- 1.10 Do or cause to be done anything which may cause any damage to or affect the Tower, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment Acquirers.
- 1.11 Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Tower or other parts, without approval of the Promoter or the Association, as the case may be.
- 1.12 Affix any or install any antenna on the ultimate roof of the Tower or any open terrace that may be part of any Apartment or in its windows.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them.
- 1.14 Install any air-conditioner, except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Apartment without approval.
- 1.16 Make any internal addition, alteration and/or modification in of about the Apartment save in accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter or the Association, as the case may be.
- 1.17 Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Tower in which the Apartment is situated.
- 1.18 Alter the outer elevation of the Tower or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Towers.
- 1.20 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Tower and/or the Complex.

- 1.21 Restrict the full and unrestricted enjoyment of the Easements described in **Schedule 7** to any other owner/occupier of the Tower.
- 1.22 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Tower or cause the premium for the insurance to be increased.
- 1.23 Question the quantum of any amount levied upon the Apartment Acquirer by the Promoter or the Association, as the case may be, in terms of this Agreement.

**2. The Apartment Acquirers shall:**

- 2.1 Maintain the Complex in general and the Tower where its Apartment is situate for the purposes, with the intent and object for which the same is constructed.
- 2.2 Assist the Promoter to form the Association of Apartment Acquirers, if the Promoter so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3 Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tubewells, generator and/or other installations and/or amenities in the Tower, the Complex and shall indemnify and keep the Promoter or the Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter or the Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Apartment Acquirer.
- 2.4 Not to carry any heavy goods and materials in the passenger lifts
- 2.5 Maintain, at their own costs, their respective Apartments in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- 2.7 Pay the charges for electricity only relating to the Apartment and proportionately relating to the Tower and the Complex Common Portions, Common Areas, Utilities and Facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartment Acquirer or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.9 Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Apartment is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Apartments or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.

- 2.10 Pay such further Deposits as be required by the Promoter or the Association, as the case may be, from time to time.
- 2.11 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoings related to the Apartment, the Tower and the Complex including proportionate expenses relating to the replacement of any equipments.
- 2.12 Keep the Apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Tower.
- 2.14 Use the Apartment, the Parking Space and both the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association, as the case may be.
- 2.16 Pay, wholly in respect of the Apartment and proportionately in respect of the Tower and the Complex, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Apartment Acquirer shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
- 2.17 Allow the LLP or the Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
- 2.18 Ensure that the entirety of the Complex is maintained in a decent manner.
- 2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

## **SCHEDULE 11**

### **Part I**

#### **(Block B Tower Common Portions)**

<b>a)</b>	<b>Entrance lobby</b>
<b>b)</b>	<b>Staircase</b>
<b>c)</b>	<b>Lift &amp; lift machine room</b>

### **Part II**

#### **(Block B Tower Residential Common Portions)**

<b><u>At Second Floor</u></b>	
<b>a)</b>	<b>Club reception</b>
<b>b)</b>	<b>Table tennis or pool table room</b>
<b>c)</b>	<b>Gymnasium room</b>
<b>d)</b>	<b>Indoor games room</b>
<b>e)</b>	<b>Wash lobby with ladies &amp; gents toilet</b>



f)	Reading room
g)	Kids room
<b>At Roof</b>	
h)	Open to sky terrace
i)	Swimming pool with changing room, bath, WC, wash lobby
j)	Plant room

**SCHEDULE 12**  
**(Residential Block Common Areas)**

a)	Electrical substation
b)	Internal roads & path ways
c)	Landscaping areas
d)	Under ground water reservoir
e)	Septic tank or STP
f)	Bore well

**SCHEDULE 13**  
**(Tower Common Areas)**

a)	Entrance lobby & each floor lobby area
b)	Lift & lift machine room
c)	Staircase & mumty room
d)	Adda room at ground floor with attached toilet
e)	Electrical room at ground floor
f)	Electrical duct
g)	O.H water tank

**SCHEDULE 14**  
**(Details of the Sale Price)**

The Sale Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("Sale Price")) :

Tower no. .... Apartment No. .... Type _____ Floor _____	Rate of Apartment per square feet

[AND] [if/as applicable]

Open/Closed Car/Two-wheeler parking -1	Price for 1
Open/Closed Car/Two-wheeler parking - 2	Price for 2

Explanation:

- (i) The Sale Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Sale Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Sale Price of the Apartment includes: (1) *pro rata* share in the Common Areas; and (2) \_\_\_\_\_ open/closed car/two-wheeler parking(s) as provided in this Agreement.

**SCHEDULE 15**  
**(Payment Schedule)**

<b>On Application</b>	Rs.51,000/- (Part earnest money) + Taxes
<b>On Allotment</b>	20% of Sale Price less Rs.51,000 + Taxes
<b>On Completion of foundation</b>	15% of Sale Price+ Taxes
<b>On Completion of Ground floor roof casting</b>	10% of Sale Price + Taxes
<b>On Completion of 2nd floor roof casting</b>	10% of Sale Price + Taxes
<b>On Completion of 4th floor roof casting</b>	15% of Sale Price + Taxes
<b>On Completion of brick work</b>	10% of Sale Price + Taxes
<b>On Completion of flooring</b>	10% of Sale Price + Taxes
<b>On Notice of Possession</b>	10% of Sale price+ Extra Charges, Deposits, Registration Charges, any others charges + Taxes

**SCHEDULE 16**  
**(Specifications, Amenities and Facilities for the Apartment)**

<b>Structure</b>		RCC frame structure
<b>Floor finish</b>	<b>Dining</b>	Vitrified tiles
	<b>Master Bedroom</b>	Vitrified tiles
	<b>Other Bedroom</b>	Vitrified tiles
	<b>Balcony</b>	Anti skid ceramic tiles
<b>Kitchen</b>	<b>Floor</b>	Anti skid ceramic tiles
	<b>Platform</b>	Granite counter, ceramic tiled dado upto 2ft height
	<b>Sink</b>	Stainless Steel
	<b>Exhaust fan</b>	Provision for exhaust fan
<b>Toilet</b>	<b>Floor</b>	Anti skid ceramic tiles
	<b>Fittings</b>	Reputed company CP fitting
	<b>Commode</b>	Western style
	<b>Water points</b>	Hot and cold water points and provision for geyser in all toilet
	<b>Wall</b>	Ceramic tiles upto 7 feet height
<b>Windows</b>		Aluminium glass windows
<b>Wall finish</b>	<b>Exterior</b>	Weather coat paint
	<b>Interior</b>	POP
<b>Electrical</b>	<b>Switches</b>	Modular switches of reputed make
	<b>MCB</b>	MCB of reputed make
	<b>Wiring</b>	Concealed PVC copper wiring
	<b>Telephone points</b>	Living room & Master bedroom
	<b>TV point</b>	Provision in living room and master bedroom
	<b>Geyser</b>	Provision in all toilet
	<b>Electrical points</b>	Adequate light and fan points
	<b>AC</b>	AC points in master bedroom and living dining
<b>Doors</b>	<b>Main Door</b>	Teak veneer polished flush door
	<b>Toilet door</b>	PVC Doors

**SCHEDULE 17**  
**(Specifications, Amenities and Facilities for the Project)**

<b>Structure</b>		RCC frame structure
<b>Staircase &amp; Lobby</b>		Mix of Tiles and stone
<b>Windows</b>		Aluminium glass windows
<b>Wall finish</b>	<b>Exterior</b>	Weather coat paint
	<b>Interior</b>	POP
<b>Electrical</b>	<b>Switches</b>	Modular switches of reputed make
	<b>MCB</b>	MCB of reputed make
	<b>Wiring</b>	Concealed PVC copper wiring
<b>Security</b>		CCTV cameras at complex entry

<b>Lift</b>		Lift of reputed make
<b>Doors</b>	<b>Main Door</b>	Teak veneer polished flush door
	<b>Toilet door</b>	PVC Doors