

ANNEXURE-A

[See rule 9]

Agreement for Sale**THIS MEMORANDUM OF AGREEMENT FOR SALE** made this

Day of **BETWEEN (1) SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, **(2) NEELAM AGARWAL**, Wife of Sushil Kumar Agarwal, Holding PAN:ACXPA1539R, both residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3393 to 3403 Being No.05197 for the year 2012, **(3) PAWAN KUMAR GUPTA**, Son of Late Bhaiya Ram Gupta, Holding PAN:ADRP8323N, residing at 15, Noormal Lohia Lane, Kolkata-700007, P.O. & P.S. Burrabazar, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3316 to 3326 Being No.05194 for the year 2012, **(4) NIKHIL BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AMGPB2148G, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son

of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 15th September,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.9, Pages 37 to 47 Being No.05652 for the year 2012, **(5) NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, **(6) SUMITRA DEVI AGARWALLA**, Wife of Sri Badri Narayan Agarwalla, Holding PAN:ACMPA6617M, residing at Block-A2, Second Floor, GANGES GARDEN, 106, K. S. Singha Road, Howrah-711102, P.O. & P.S. Shibpur, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3404 to 3414 Being No.05210 for the year 2012, **(7) SANDHYA CHOUDHARY**, Wife of Ashok Kumar Choudhary, Holding PAN:AERPC3428H, residing at Kundan Bye Lane, JINDAL TOWER, B-Block, Liluha, Howrah-711204, P.O. & P.S. Liluha, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3428 to 3438 Being No.05200 for the year 2012, **(8) RITU CHOUDHARY**, Wife of Krishna Kumar Choudhary, Holding PAN:AFYPK4307B, residing at Kundan Bye

Lane, JINDAL TOWER, B-Block, Liluha, Howrah-711204, P.O. & P.S. Liluha, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3382 to 3392 Being No.05196 for the year 2012, and **(9) NISHANT PASARI**, Son of Sri Naresh Kumar Pasari, Holding PAN: AJAPP4612J, residing at 51, Dobson Road, Howrah-711101, P.O. Howrah, P.S. Golabari, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3349 to 3359 Being No.05195 for the year 2012, hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators representatives, successors and/or assigns) the Party of the **FIRST PART** :

AND

LAKSHITA CONSTRUCTION PRIVATE LIMITED previously named and known as **M/S. PAKHI VINCOM PVT. LTD.**, a Company incorporated under the Companies Act, 1956, Holding PAN: AAIECP9871B, having its registered office at 37A, Bentick Street, Bentick Chambers, 2nd Floor, Room No.215, Kolkata-700069, represented by its one of the Directors, **OM PRAKASH BHARTIA** Son of Late Bhanwar Lal Bhartia, residing at 640, O Block, New Alipore, P.S. New Alipore, Kolkata-700053, hereinafter referred to as **"THE**

promoter/DEVELOPERS" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) the Party of the **SECOND PART**:

AND

hereinafter referred to as "**the PURCHASER**" of the **THIRD PART**

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

DEFINITIONS:

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

1. **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
2. **"Rules"** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
3. **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
4. **"Section" means** a section of the Act
5. **ADDITIONAL PAYMENTS** shall mean the additional payments mentioned in **PART-I OF THE FOURTH SCHEDULE** hereto which are to be paid by the Purchaser to the Vendors in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;
6. **AGREED CONSIDERATION** shall mean the consideration mentioned in **PART-I OF THE THIRD SCHEDULE** hereto payable by the Purchaser to the Vendors for acquiring the said Flat Unit;
7. **ARCHITECT(S)** shall mean Maniramka & Associates, at 74B, A. J. C. Bose Road, Kolkata-700016, and such other person or persons as may be appointed from time to time by the Developer for the purpose of this Project in consultation with the Owner;
8. **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Developer and the representatives of all the buyers of Flat Units and which shall be formed or incorporated at the instance of the Vendors for the Common Purposes with such rules and regulations as shall be framed by the Vendors;

9. **BUILDING** shall mean one Building to be constructed by the Developer on the land comprised in the said Property;
10. **BOOKING MONEY** shall mean the 10% of the total consideration as per terms of this Agreement.
11. **CAR PARKING SPACE** shall mean Space as sanctioned by Competent Authority/Kolkata Municipal Corporation.
12. **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment. (Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to variation of 3% + - on account of structural, design and construction).
13. **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes;
14. **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings and the said Property, like staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the **FIFTH SCHEDULE** hereto;
15. **COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Unit Owners, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common ;
16. **CORPUS FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Portions and other contingencies;
17. **DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession or deemed possession of the said Flat after discharging all his liabilities and obligations;
18. **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

- 19. DEPOSITS** shall mean the amounts mentioned in **PART-II OF THE FOURTH SCHEDULE** hereto and to be deposited by the Purchaser with the Vendors and shall also include any other amount that the Vendors may require the Purchaser to deposit;
- 20. DEVELOPMENT AGREEMENT** shall mean the Agreement made between the Owners and the Developer on 15th September, 2011 regarding development and construction on the said Property including Supplemental Agreements and modifications made from time to time;
- 21. DEVELOPER SHARE** shall mean 50% of the sale price of the Project.
- 22. “EXCLUSIVE BALCONY / VERANDAH / OPEN TERRACE AREA” OR “EBVT AREA”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. (EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to variation of 3% + - on account of structural, design and construction).
- 23. FLAT/UNIT** shall mean the Flat/Unit and/or other space intended to be built and constructed by the Developer and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Building together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
- 24. FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Municipality or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Vendors;
- 25. LAND/TOTAL PROPERTY** shall mean the Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, particularly described in the **PART-I OF THE FIRST SCHEDULE**.
- 26. MAINTENANCE AGENCY** shall mean the Vendors or any association syndicate, committee, body society or company, formed / incorporated/ appointed by the Vendors for the Common Purposes;
- 27. MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Vendors and upon its formation, to the Association;

- 28. MUNICIPALITY** shall mean The Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- 29. "NET AREA"** shall mean the aggregate of the Carpet Area and the EBVT area particularly described in **PART-II OF THE SECOND SCHEDULE**.
- 30. OWNER'S SHARE** 50% of the sale price of the project less expenses to be made by the Developer for and on account of Owner's i.e. Owner's behalf such as payment to occupants in the said Property for getting the said Property vacated, market value of the area to be allocated to any of the occupants for getting the said Property vacated from the occupants.
- 31. PLAN** shall mean the Plan sanctioned by the Kolkata Municipal Corporation on 16th April, 2014 vide No.2014100011 and there after further sanctioned on 13th January, 2017 and further with Plan to be sanctioned by Kolkata Municipal Corporation.
- 32. PROJECT** shall mean the work of development of the said Property, construction and completion of the Building, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance/ in favour of the Unit Owners;
- 33. PROJECT ADVOCATES** shall mean Mr. Debabrata Banerjee, Advocate, of 12/1, Lindsay Street, Kolkata-700087, who have been appointed by the Vendors and also duly accepted by the Purchaser, have prepared this Memorandum and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Building and the Flat Units therein, including the Deeds of Conveyance;
- 34. PROPORTIONATE** with all its cognate variations shall mean such ratio as the Carpet Area of any Unit or Units is in relation to the Carpet Area of all the Units in the Building;
- 35. PURCHASER** shall mean and include:
- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
 - (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its

partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;

- (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;
36. **SAID CAR PARKING SPACE** shall mean the Car Parking Space described in PART-III OF THE SECOND SCHEDULE hereto.
37. **SAID FLAT/APARTMENT** shall mean the Flat described in Part-I of the Second Schedule hereto;
38. **SAID PROPERTY** shall mean All That Land measuring more or less 26 Cottah 5 Chhatak 15 Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, particularly described **IN THE PART-II OF THE FIRST SCHEDULE**.
39. **UNDIVIDED SHARE** in relation to a flat shall mean the proportionate variable undivided indivisible and impartible share in the common parts and portions as mentioned in the FIFTH SCHEDULE.
40. **UNIT OWNERS** shall, according to its context, mean all purchasers and/or intending purchasers of different Units in the Building including the Vendors in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;
41. **VENDORS** shall mean jointly the Owners and the Developer/Promoter and, where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;
42. **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and SINGULAR NUMBER shall include the plural and vice versa.
43. **SINGULAR** number shall include plural numbers and vice-versa.

WHEREAS-

- A.1 One MAHENDRA NATH LAW, son of Late Beni Madhab Law became the absolute owner of **ALL THAT** land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft together with shed and structure measuring more or less 13100 Sq.ft., standing thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane), Kolkata-700053, P.S - New Alipore under KMC ward No.81 particularly described in the PART-I OF THE FIRST SCHEDULE herein after mentioned along with other properties, by virtue of final decree passed in connection with the partition suit bearing Suit No. 1319 of 1933 in the High Court of Calcutta Ordinary Original Civil Jurisdiction.
- A.2 Said Mahendra Nath Law by executing registered deed of gift in Bengali vernacular gifted the above mentioned property along with other properties to his son Santosh Chandra Law also known as Santosh Chandra Laha and said deed of gift was registered on 13th October,1953 at the office of Registrar Of Assurances, Calcutta and recorded in Book No.I Volume No.114 Pages 81 to 84 Being No.4151 for the year 1953.
- A.3 Said Santosh Chandra Law also known as Santosh Chandra Laha died on or about 15.08.2003 after making and publishing his last will and testament dated 15.12.1993 wherein he bequeathed the above mentioned Property along with some of his other immovable properties to his son Sanjib Kumar Law also known as Sanjib Kumar Laha.

- A.4 The said will of the said Santosh Chandra Law also known as Santosh Chandra Laha was duly proved in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction, in the goods of Santosh Chandra Law also known as Santosh Chandra Laha deceased, vide Case No. P.L.A No.201 of 2004 and probate thereof was duly granted on or about 12th Day of October,2004 to Satarupa Law also known as Satarupa Laha executrix and Durga Shankar Mullick executor appointed by the deceased testator.
- A.5 The said executrix and executor there after duly completed the administration of the said estate of the deceased testator.
- A.6 Said Sanjib Kumar Law also known as Sanjib Kumar Laha became seized and possessed of and sufficiently entitled to the said TOTAL PROPERTY. With the consent and approval of his mother Satarupa Law also known as Satarupa Laha and his elder brother Mihir Kumar Law also known as Mihir Kumar Laha all of them applied for mutation to mutate their names as Owners of the above mentioned Property before Kolkata Municipal Corporation, and Kolkata Municipal Corporation duly mutated their names in their records vide Assesee No.110810700026, although the deceased testator give demised and bequeathed the above mentioned Property to Sanjib Kumar Law also known as Sanjib Kumar Laha only.

A.7 By virtue of above mentioned acts, deeds and things the **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA** was become absolute Owner of the above mentioned Property and **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA** was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the above mentioned Property as its absolute Owner in fee simple free from all encumbrances, subject to tenancy.

A.8 **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, & **NEELAM AGARWAL**, Wife of Sushil Kumar Agarwal, the Owner herein **ALL THAT** Land measuring more or less 6 Cottahs 12 Chittacks 24 Sq.ft. being undivided 25% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal

Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6838 to 6862, Being No.05703 for the year 2011.

A.9 **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **PAWAN KUMAR GUPTA**, Son of Late Bhaiya Ram Gupta, the Owner herein **ALL THAT** Land measuring more or less 5 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st

July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6785 to 6810, Being No.05701 for the year 2011.

A.10 **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya., and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **NIKHIL BHARTIA**, Son of Om Prakash Bhartia, & **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, the Owner herein **ALL THAT** Land measuring more or less 5 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6889 to 6914, Being No.05705 for the year 2011.

A.11 **SRI. SANJIB KUMAR LAW** also known as **SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW** also known as **SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW** also known as **SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA** also known as **SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SUMITRA DEVI AGARWALLA**, Wife of Sri Badri Narayan Agarwalla, the Owner herein **ALL THAT** Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6863 to 6888, Being No.05704 for the year 2011.

A.12 **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SANDHYA CHOUDHARY**, Wife of Ashok Kumar Choudhary, & **RITU CHOUDHARY**, Wife of Krishna Kumar Choudhary, the Owner herein **ALL THAT** Land measuring more or less 4 Cottahs 1 Chittacks 5 Sq.ft. being undivided 15% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6811 to 6836, Being No.05702 for the year 2011.

A.13 **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA**, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW**

also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **NISHANT PASARI**, Son of Sri Naresh Kumar Pasari, the Owner herein **ALL THAT** Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6657 to 6682, Being No.05700 for the year 2011.

A.14 By virtue of the above mentioned Deeds of Conveyance Owners herein became the absolute Owners of ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure standing thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81

hereinafter called and referred as the **TOTAL PROPERTY**, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereinafter mentioned.

A.15 Owners herein mutated their names in the Assessment records of Kolkata Municipal Corporation vide Assessee No.110810700026 and decided and agreed to develop the **TOTAL PROPERTY** through Developer on 15th September,2011 and also Developer decided and agreed to develop the **TOTAL PROPERTY** by them.

A.16 The Owners herein entered into a Development Agreement on 15th day of September,2011 under certain terms and conditions mentioned.

A.17 By executing a Gift Deed in favour The Kolkata Municipal Corporation, Owners herein donated 38.75 Sq.ft. of Land and the said Gift Deed was registered at the Office of A.R.A.-I Kolkata dated 25th January,2014 and the same was recorded in Book No.I, CD Volume No.2, Pages 688 to 702, Being No.00673 for the year 2014 and by executing a Gift Deed in favour The Kolkata Municipal Corporation, Owners herein donated 536.75 Sq.ft. of Land and the said Gift Deed was registered at the Office of A.R.A.-I Kolkata dated 25th January,2014 and the same was recorded in Book No.I, CD Volume No.2, Pages 703 to 717, Being No.00674 for the year 2014 after the said two gifts Land remains 26 (Twenty Six) Cottah 5 (Five) Chatak 15 (Fifteen) Sq.ft border RED in the MAP or PLAN annexed herewith, hereinafter called and referred as the **SAID LAND/ SAID PROPERTY** and particularly described in the **PART -II of the FIRST SCHEDULE** hereinafter mentioned.

- A.18 The Kolkata Municipal Corporation on 16th April,2014 vide No.2014100011 sanctioned and there after further sanctioned on 13th January,2017 for construction of Building on the SAID PROPERTY.
- B. The said land is earmarked for the purpose of building of a residential project, comprising One multistoried apartment building having independent Flat/Apartment, some Commercial Space and Car Parking Space and the said project shall be known as “**GANGES CASTLE**” ("Project").
- C. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Developer/Promoter have duly intimated the Kolkata Municipal Corporation about commencement of construction of the Project vide Commencement Letter dated _____ .
- E. The Developer/Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation. The Developer/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- G. The Allottee had applied for an apartment in the Project vides application And has been allotted apartment more particularly described in PART-I OF THE SECOND SCHEDULE and the floor plan or the apartment is annexed hereto and marked as Annexure;
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Developer/Promoter may in future develop further phases on the Land parcels adjacent to said Premises, and reserve the right to share common infrastructure i.e. driveway and other amenities with such future phase/phases in terms of Rule 10 under the said act.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in PART-I OF SECOND SCHEDULE.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the Apartment as specified in PART-I OF THE SECOND SCHEDULE.

The Total Price payable for the Apartment is more fully mentioned in PART-I OF THE THIRD SCHEDULE.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said

Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes recovery of price of land underneath the Building, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges,. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project, but it exclude Tax and maintenance charges.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in PART-II OF THE THIRD SCHEDULE.
- 1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at SIXTH SCHEDULE (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/Flat, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the

provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition and alteration.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in PART-II OF THE THIRD SCHEDULE. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement.
- 1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/Flat as mentioned in PART-I OF THE SECOND SCHEDULE:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/Flat ;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Further the right of the Allottee to use the common facilities shall be always be subject to the timely payment of the maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the completed Apartment/Flat as per specification mentioned in the SIXTH SCHEDULE includes recovery of price of land underneath the Building, construction of the Apartment the common areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/Flat and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Flat, as the case may be

subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Flat along with Car parking Space if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of money equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment/Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the payment plan at PART-II OF THE THIRD SCHEDULE as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of Developer/Promoter payable at its office.

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/Flat to the Allottee and the common areas to the Association, subject to the same being formed and registered.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

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

7. **POSSESSION OF THE APARTMENT:**

7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment/Flat to the Allottee and the common areas to the Association of allottees, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/Flat along with ready and complete common areas with all

specifications, amenities and facilities of the Project in place on -----
 - unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment .

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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/Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate, subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/Flat, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of** Apartment/Flat Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Apartment/Flat 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/Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment/Flat to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees upon its formation and registration.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees after formation and registration of the Association of Allottees.

- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment.

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

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

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project Loan save and except the Project Loan taken by the Promoter from M/S. RELIANCE HOME FINANCE LIMITED, having its office at Reliance Centre, 6th Floor, South Wing Off Western Express Highway, Santacruz East, Mumbai-400055.
- (iv) The following litigations are pending :-
 - a) Title Suit No.21063 of 2011, 1st Civil Judge (Senior Division) Alipore, 24-Pargans (South), West Bengal.
 - b) Title Suit No.199 of 2015, Civil Judge (Junior Division) 2nd Court Alipore, 24-Pargans (South), West Bengal.
 - c) W.P. No.2703 (W) of 2019, The Calcutta High Court.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Flat and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee(s) and the common areas to the association of allottees, once the same being formed and registered.
- (x) The said Land/Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies,

impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;

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

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

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

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

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of default by Allottee under the conditions listed above continues for a period beyond to consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter upon 30 days written notice may cancel the allotment of the Apartment/Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to compliance of Clause No.34.9.

Provided that the Developer/Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the said Apartment/Flat as per PART-II OF THE THIRD SCHEDULE under the Agreement from the Allottee shall execute a conveyance deed of sale drafted by the Project Advocate and convey the title of the Apartment/Flat together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

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

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the said Apartment/Flat.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment/Flat or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement 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(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

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

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/Flat or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/Flat.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of a Apartment/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Flat.
- 19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972.. The promoter showing compliance of various laws/ regulations as applicable in the said Act.
20. **BINDING EFFECT :**
Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the

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

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/
SUBSEQUENT ALLOTTEES:**

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

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at

the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified in this Agreement or through Email. It shall be the duty of the Allottee and promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the address mentioned in this Agreement shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the 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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

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

34. MISCELLANEOUS:

34.1 The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.

- 34.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in SIXTH SCHEDULE and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- 34.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.4 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.6 The Allottee is aware that in addition to the existing plan the Promoter is entitled to get sanction of one additional floor of each building/tower/block due to Green Building norms and the Allottee hereby consents for such additional construction and shall not raise any objection in future. Apart from the above the Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land

which may be made available even after the Deed of Sale of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

- 34.7 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.8 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- 34.9 In the event of cancellation of allotment The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses,

execute all necessary cancellation related documents required by the Promoter.

- 34.10 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.11 The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.12 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder 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.

34.14 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.15 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project „Elements” and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

PART-I OF THE FIRST SCHEDULE ABOVE REFERRED TO :

“TOTAL PROPERTY”

ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and butted and bounded –

ON THE NORTH : Mondal's Temple Lane

ON THE SOUTH : 2B, Chetla Road, Natun Basti and Common Passages

ON THE EAST : Common Passages and 16H, Mondal's Temple Lane

ON THE WEST : Mondal's Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

PART-II OF THE FIRST SCHEDULE ABOVE REFERRED TO :

“SAID PROPERTY”

ALL THAT Land measuring more or less 26 (Twenty Six) Cottah 5 (Five) Chatak 15 (Fifteen) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas

(South), along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and butted and bounded –

ON THE NORTH : Mondal's Temple Lane

ON THE SOUTH : 2B, Chetla Road, Natun Basti and Common Passages

ON THE EAST : Common Passages and 16H, Mondal's Temple Lane

ON THE WEST : Mondal's Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART-I

"SAID FLAT"

ALL THAT the residential Flat No, on the Floor of the Building having Carpet area of square feet in the Building named "**GANGES CASTLE**" to be constructed at the said Property.

PART-II

EBVT AREA

ALL THAT Verandah, Balcony having Floor area Sq.ft.

Net area comes to SAID FLAT plus EBVT Area Sq.ft.

PART - III

The estimated date of making of the said Flat ready for the purpose of delivery of possession is _____ with a grace period of 6 (six) months. The aforesaid shall also be subject to Force Majeure.

PART - IV

CAR PARKING SPACE

ALL THAT the right to park car in :

- (i) Covered car parking space in the ground floor of the said Building; and/or
- (ii) open car parking space surrounding or adjacent to the said Building.;

THE THIRD SCHEDULE ABOVE REFERRED TO**PART-I****“AGREED CONSIDERATION”**

	<u>Amount</u>
Consideration for the said Flat	Rs
Consideration for right to park _____ car in Covered parking space in the ground floor of the said Building.	<u>Rs.</u>
Consideration for right to park _____ car in the open car parking space surrounding or adjacent to the said Building.	<u>Rs.</u>
(Rupees) only	Rs.....

PART-II**“PAYMENT SCHEDULE”**

The Agreed Consideration mentioned in Part I of the Third Schedule is to be paid to the Developer in the following manner:

10% on Booking

20% within next 30 days

10% on Foundation

10% on 1st Floor Slab

7% on 2nd Floor Slab
 7% on 3rd Floor Slab
 7% on 4th Floor Slab
 7% on 5th Floor Slab
 10% on Brick & Plaster
 7% on Marble Flooring
 5% on Possession

All Cheques/Demand Drafts/Pay Orders/Banker's Cheques to be issued in favour of **LAKSHITA CONSTRUCTION PRIVATE LIMITED** payable at Kolkata.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART I

Additional Payments

- (b) Price, cost, charges and expenses levied by the Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- (c) Service tax/GST payable to Developer.
- (d) Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat Unit, the Buildings, the said Property and/or the Project payable to the Developer.
- (e) Stamp duty, registration fee and all other taxes, levies, miscellaneous and other allied expenses relating to this Memorandum, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time payable to the Project Advocate.
- (f) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, fire fighting

equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Unit Owners that may be provided by the Developer in the Buildings, the said Property and/or the Project payable to the Developer.

- (g) Charges for formation of the Association for the Common Purposes payable to the Developer.
- (h) Agreed Legal Fees of Rs. (Rupees) only shall be payable to the Project Advocates. At or before the execution of this Memorandum, a sum of Rs..... (Rupees) only shall be paid by the Purchaser to Mr. Debabrata Banerjee, Advocate. On or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier, a sum of Rs. (Rupees) only shall be paid by the Purchaser to Mr. Debabrata Banerjee, Advocate.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Developer without raising any objection whatsoever.

PART-II

“DEPOSITS”

- (a) Deposit for electric supply/ individual meter for the said Flat as per actuals payable to the electricity supply authority.
- (b) Deposit for any other item in respect of which payment is to be made by the Purchaser under Part-I of this Schedule.
- (c) Rs.200/= per Sq.ft. of Carpet area payable to the Developer as maintenance deposit.

The Deposit shall be paid by the Purchaser to the Vendors within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

Common Portions

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/municipality
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) All other items as per prevailing Acts and Rules.

THE SIXTH SCHEDULE ABOVE REFERRED TO***Specifications***

Foundation	: Pile Foundation
Structure	: Rcc framed
Brick Walls	: 8" and 5"
ROOMS	
Flooring	: Vitrified tiles

LIVING & DINING

Flooring : Marble

KITCHEN

Flooring : Ceramic tiles

Counter : Granite

Sink : Stainless Steel

Dado : Ceramic Tiles (2 feet above counter)

TOILETS

Flooring : Anti Skid Ceramic Tiles

Dado :

WC : European type, reputed brand with PVC cistern of ISI mark

Wash Basin : Ceramic

Fitting : CP fittings of reputed brand

DOORS

Frame : Timber

Shutter : Flush Doors

WINDOWS : Aluminum Windows/UPVC with clear glass

INTERNAL FINISHES : Putty

EXTERNAL FINISHES: Good quality Weatherproof paint

ELECTRICAL : Concealed copper wiring and modular switches Provision for AC, TV & Telephone points in one bedroom, living & dining room and Geyer point in toilets

LIFT :

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

“PURCHASER’S COVENANTS”

1. On and from the Date of Possession, the Purchaser agrees undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

- b) permit the Vendors, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
- c) deposit the amounts for various purposes as required by the Vendors /Maintenance Agency or the Association;
- d) use and occupy the said Flat only for the purpose of residence;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building.
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- i) sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the electric supply authority in the name of the Purchaser and until the same be obtained, the Developer shall provide or

cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;

- j) bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat Unit wholly;
- k) pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipality;
- l) pay for other utilities consumed in or relating to the said Flat Unit;
- m) allow the other Unit Owners the right to easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
- o) observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes.

2. On and from the Date of Possession, the Purchaser agrees and covenants:

- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be

approved or provided by the Vendors Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;

- b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
- d) not to decorate the exterior of the Building otherwise than in the manner agreed by the Vendors in writing or in the manner as near as may be in which it was previously decorated;
- e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
- f) not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- g) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- h) not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or construction of further or additional floors/storeys/constructions that may be made by the Vendors thereat or on any part thereof;
- i) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- j) not to permit any new window light opening doorway path passage drain or

other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Vendors and/or the Association;

- k) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchaser; and
 - l) not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.
 - m) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior permission from the Municipality and other concerned authorities as also the Vendors and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
 - n) not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the said Flat Unit in any manner that may cause nuisance to occupiers of the other portions of the Buildings and not to use the said Flat Unit as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;
 - o) not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
 - p) not to interfere in any manner with the Exclusive Use Rights of the owners and occupants (along with their guests and visitors) of the Exclusive Private Lawns including the transfer of such rights and entitlements along with the transfer of the Flats respectively
 - q) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
3. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Vendors including any further constructions, additions or alterations that may be made from time to time with proper approval from the Concern person and Concern

Authority.

4. The Purchaser agrees undertakes and covenants not to commit breach of any of the covenants made in this Memorandum.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

IGBC NORMS TO BE FOLLOWED BY THE PURCHASER

- 1 **“No-smoking”** policy would be mandatory in common areas like corridors, lobby, lifts etc.
- 2 It will be mandatory for the flat owners /Purchaser/Tenants/ occupants to use the AC(BEE 5 Star rated- CFC Free) units.
- 3 If at all Occupants wishes to install AC unit in their apartment it shall be CFC free. They should consider using BEE 5 Star rated AC (or highest standard available) to reduce their energy bill.
- 4 Segregation of Waste should be done in each household (dry & wet waste should be segregated).
- 5 The waste bins should be maintained and waste should be disposed accordingly in wet and dry bins provided.
- 6 In case of harmful waste such as e-waste, Lamps, Batteries, metal tins and cans etc. should be handed over separately to the facility and maintenance staff.
- 7 Parking should be done at the allocated places. Preferred parking is provided for the physically challenged persons and for tenants having electric cars and vehicles.
- 8 All the present landscape/natural topography design and layout, Rainwater harvesting pits, should be maintained even after the building management has handed over the management rights to the society.
- 9 There will be no change permitted in façade/ or the Windows of the apartments.
- 10 All electro mechanic installation within the apartments are the property of the Maintenance/ operations company and the residents cannot tamper or disable the same.

- 11 In case of any breakage of any material/installations within the Apartment the maintenance company shall replace the same and the cost of replacement of the same would be recovered from the house owner.
- 12 Plumbing jobs shall be conducted either by a certified Plumber or the Building Maintenance department shall supervise the job to be undertaken. Same model of the fixture with the Flow rate as provided by the developer should be considered if any replacement is desired. Facility staff will make the model numbers and specs available for the same.
- 13 All interior works that are to be carried out at any time and by any methods, it should be ensured that the normal operation of activities of other occupants and the functioning Building Systems are maintained.
- 14 It should include factors such as restrictions, scaffoldings, security, security deposits, stop work, storage and supervision and working hours.
- 15 The Building Management had decided to out-source several of the crucial services to Facility Management companies. As part of the Protocol decided upon, the Facility management company shall ensure that the residences and the common Amenity areas are fogged regularly thus eliminating the existence of Pests/ Mosquitoes etc.
- 16 The Management of the building will have the Right to advise the residents on action to be taken for safety, which is binding on the apartment owner. If they fail to carry out, building will carry out the repairs at the expense of the occupant/Purchaser.
- 17 Once the Apartment is handed over to the owner for 'fit-out' purpose, it would be deemed to be handing over possession of the Apartment.
- 18 There may be variation of +/-5%(plus/minus five percent) in the saleable area depending on the actual approvals received from the authorities.
- 19 All Equipments viz. UPS, Computers, monitors, printer-cum-copiers machines, Refrigerators, Micro-ovens, Coffee makers etc. come in energy savings versions. Selection of the equipment will be done keeping in mind energy efficiency of each. All equipment's procured shall have BEE rated-'Energy Star' labels (minimum 3 star rating) or equivalent energy efficiency. Occupants shall Consider LCD monitors in lieu of conventional CRT monitors.
- 20 The promoters have provided the battery charging stations for the electric cars. Also preference is given to the parking spaces containing electrical charging points. The residents are encouraged to use the above facilities to reduce environmental impacts of carbon based fuel.

- 21 The water fixtures used in the household like urinals, taps, showers etc. should be low flow fixtures in order to save water. The recommended product details can be obtained from the building management.
- 22 All the interior lighting fixtures, household appliances like Colour TV, Refrigerator etc. are recommended to be BEE rated “Energy Star” (minimum 3 star) labeled fixtures. The complete list of all energy efficient light fixtures produced by reputed manufactures is available with the building management. Few samples are attached with this document.
- 23 The occupants would be encouraged to use the materials, finishes and systems which maintain the quality of fresh air established by the building. The materials like paints, adhesives, sealants, composite wood used should contain Low VOC.
- 24 The permissible limits of the VOC content materials would be provided to each resident. These materials are easily available with all leading and reputed companies.
- 25 It is encouraged and recommended to use all locally available materials rather exotic materials. This would support the local economy.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED AND DELIVERED by the **OWNERS** at Kolkata in the presence of:

SIGNED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

SIGNED AND DELIVERED by the

PURCHASER at Kolkata in the
presence of: