

AGREEMENT FOR SALE

THIS AGREEMENT made this day of Two Thousand
Nineteen

BETWEEN

(1). SOUTH CITY PROJECTS (KOLKATA) LIMITED (PAN: AAACD8933A) a company within the meaning of the Companies Act 1956 having its registered office situated at 375, Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068, **(2). BASERA LAND PRIVATE LIMITED (PAN: AABCB9021C)** a company within the meaning of the Companies Act 1956 having its registered office situated at 1, Garstin Place, Post Office- Kolkata GPO, Police Station – Hare Street, Kolkata-700001, **(3). MANOR VYAPAAR PVT. LTD. (PAN: AAECM6955F)** also a company within the meaning of the Companies Act 1956 having its registered office situated at 9/5, N.C. Choudhury Road, Post Office- Kasba, Police Station – Kasba, Kolkata-700042. **(4). SAMPAT DEALERS PVT. LTD. (PAN AAGCS5373K)** a company within the meaning of the Companies Act 1956 having its registered office situated at 19A, Sarat Bose Road, Post Office-Lala Lajpat Rai Sarani, Police Station – Bhawanipur, Kolkata-700020 and **(5). SOUTHCITY MATRIX INFRASTRUCTURE LTD. (PAN: AADCB2535P)** a company within the meaning of the Companies Act 1956 having its registered office situated at RR-10, Basanti Road, Bhojerhat, Post Office- Bhojerhat, Police Station-Bhangar, District- South 24 Parganas, Pin - 743502, all represented by their constituted Attorney Mr. Vikram Dalmia (PAN :

ACQPD3127K), son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at 375, Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068, , hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor, successors in interest and assigns) of the **FIRST PART**,

AND

SOUTH CITY PROJECTS (KOLKATA) LIMITED (CIN:) (PAN :AAACD8933A) a company within the meaning of the Companies Act 1956 having its registered office situated at 375, Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068 and represented by its Customer Relationship Manager **Mr. VIKRAM DALMIA** (Aadhar No.) (PAN : **ACQPD3127K**) son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at 375,Prince Anwar Shah road, Post Office-Jodhpur Park, Police Station – Jadavpur, Kolkata-700068 hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**;

AND

MR., (Aadhar No.) S/o,D/o,W/o of, by occupation, by faith, by Nationality Indian, having **PAN** :, residing at, Post Office -, Police Station -, Kolkata -, hereinafter referred to as the **ALLOTTEE** of the **THIRD PART**:

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

DEFINITIONS:

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

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

W H E R E A S:

A. The Owners herein are the absolute and lawful joint owners of the various pieces and parcel of land measuring total measuring about 30.35 acres be a little more or less comprised in various Dag Nos. in Mouza - Bairampur, Ghunimeghi, Kharamba and Korolberia, being J.L. No-41, 44, 34 and 31, Police Station Bhangore and KLC in the District of South 24 Parganas, Pin-743502 (Said Total Land), more fully and particularly mentioned in the

Schedule A, vide respective *sale* deeds morefully mentioned in the **Schedule**

B. The Owners and the promoter have entered into a Development Agreement on 21st June, 2018 and the same being registered with the Additional Registrar of Assurances - I, Kolkata in Book No. I, CD Volume No. 1901 - 2018, Pages from 210850 to 210941, Being No. 190104752 for the year 2018, being first phase of the entire project at an area of 23.50 acres (said Land) morefully mentioned in the **Schedule** "C" The Owners have granted Power of Attorney in favour of representative of the Promoter registered at the office of _____ as document no. _____ for the year 2019, for undertaking development of the said Land, morefully mentioned in the Schedule "D"

C. The Said Land is earmarked for the purpose of building of Villas and constructed spaces (hereinafter referred to as the RESIDENTIAL AREA) and Spa, Resort, Community Bazar and other various sports and leisure facilities including the passage ways situated therein (hereinafter referred to as the RESERVED AREA) and also comprising of various pathways, passageways, generator room and various other common parts and portions (hereinafter referred to as the SERVICE AREA) and the said project shall be known as "South City Retreat" ("Project");

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

E. The intimation of commencement of the work is already been submitted to South 24 Parganas Zilla Parisad;

F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Villas from South 24 Parganas Zilla Parisad. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____; _____

Comment [G1]: To be filled up once the project will be Registered under WB HIRA

G The Allottee had applied for a Villa together with the a plot of land wherein the said Villa constructed in the Project vide application and has been allotted a Villa hereinafter referred to as the "Villa" more particularly described in **Schedule** "E" and the plan or the Villa is annexed hereto and marked as Annexure;

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

I. The Promoter will develop further phases on the land parcel adjacent to this Project Land being adjacent and contiguous to this project, and reserve the right to share common infrastructure and 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 all the 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 Villa morefully mentioned in Schedule "E".

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

1 TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Villa morefully and particularly mentioned in the Schedule - "E";

1.2 The Total Price payable for the Villa is more fully mentioned in the Schedule - "F" and the projects plan is shown in Schedule - "G"

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee

to the Promoter towards the Villa;

- (ii) The Total Price above excludes 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) up to the date of handing over the possession of the Villa 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 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 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;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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 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 Completed Villa finished as per specifications

morefully mentioned in Schedule – “H” includes the price of land allocated with the Villa, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa and the Project but it will exclude Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule - “G” (“Payment Plan”)**.
- 1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at

Schedule – “H” and Schedule – “I” (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Villa, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.

- 1.6. The Promoter shall confirm to the final land area and carpet area of the Villa that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days 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 Villa, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule – “G”
- 1.7. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Villa as mentioned in Schedule – “F”

- (i) The Allottee shall have exclusive ownership of the Villa;
- (ii) The Allottee shall also have right to use the Common Areas, as morefully described in Schedule – “J” The Allottee shall have proprietary sight only in respect of the Villa and the area surrounding it.
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Villa, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.8. It is made clear by the Promoter and the Allottee agrees that the land along with the Villa shall be treated as a single indivisible unit for all purposes.

1.9. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Villa which includes token amount/any advances paid 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 Villa as prescribed in the Payment Plan [Schedule – “G”] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the **construction milestones**, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan of the through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified

and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Villa, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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 Villa to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/ VILLA:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule**

- “H” 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 appropriate Authority and shall not have an option to make any variation /alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE VILLA:

7.1. **Schedule for possession of the said Villa** - The Promoter agrees and understands that timely delivery of possession of the Villa to the Allottee and the common areas to the Association of Allottees, upon its formation is the essence of the Agreement. The Promoter assures to hand over possession of the Villa on completion, 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 affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and

Comment [G2]: Mention date of Possession

the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate for the Project from the competent authority shall offer in writing the possession of the Villa, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter /association of Allottees, as the case may be from the date of the issuance of the completion certificate for Project. The Promoter shall hand over the photocopy of completion certificate of the Project to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Villa - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Villa 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 Villa to

the Allottee. In case the Allottee fails to take possession within the time provided herein, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified herein, municipal tax and other outgoings and further holding charge of such sum per month or part thereof for as may be determined by the promoter the period of delay of to taking possession. Further The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. And Further, the Promoter shall not be responsible for any damage caused to the Villa on account of delay on the part of the Allottee in taking over possession and in such event the Allottee shall have to take possession of the same on “as is where is basis”. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

7.4. Possession by the Allottee - After obtaining the completion certificate and handing over physical possession of the Villa to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of 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 or the competent authority, as the case may be, within thirty days after upon formation and registration of the association of Allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment.

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 Villa is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in herein or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Villa, with interest at the rate prescribed in the Rules 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 intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Villa which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title / authority with respect to the Whole Project Land; the requisite authority and rights to carry out development upon the Whole Project Land and absolute, actual, physical and legal possession of the Whole Project 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) The property is free from all encumbrances and there are no litigations pending before any Court of law or Authority with respect to the said Villa.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, including Villa 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, and common areas till the date of handing over of the project to the association of Allottees;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Villa which will, in any manner, affect the rights of Allottee under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee and the common areas to the association of Allottees once the same being formed and Registered;
- (ix) The Villa is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Property;
- (x) 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/Villa to the competent Authorities till the completion certificate has been issued irrespective of possession of villa along with common areas (equipped with all the specifications, amenities and facilities) has been taken over to the Allottee and the association of Allottees or not;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Sanctioned Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Villa to the Allottee within the time period specified in herein 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 villa shall be in a habitable condition which is complete in all respects including the provision of necessary amenities and facilities of the Project;
- (ii) Discontinuance of the Promoter 's business as a Promoter 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 ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

days of receiving the termination notice subject to 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; Provided that where a Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Villa, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Villa in favour of the Allottee and refund the money paid by the Allottee by deducting the booking amount and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID VILLA:

The Promoter, on receipt of Total Price of the Villa as per the Schedule hereunder the Agreement from the Allottee, shall execute a conveyance

deed drafted by the Promoter's Advocate and convey the title of the villa together with right to use in the Common Areas within 3 months from the date of issuance of the completion certificate the promoter shall ensure that the respective of the land forms part of the villa to join in the said Deed of Conveyance.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as morefully mentioned in clause 9.3 of this agreement.

11. MAINTENANCE OF THE SAID VILLA/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the handing over of the maintenance of the project by the association of Allottees after the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter 's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to

receive appropriate compensation in the manner as provided under the Act.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised 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.

13. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

14. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the

booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

15. 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 Villa.

16. RIGHT TO AMEND: This Agreement may only amended through written consent of the Parties.

17. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

18. WAIVER NOT A LIMITATION TO ENFORCE:

18.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

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

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

21. 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 simultaneously with the execution the said Agreement shall be registered

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

22. NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or Speed post with acknowledgement at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

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

24. SAVINGS: Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the Villa or project, as the case may be, prior to the execution and registration of this Agreement for Sale for such villa, 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 or the rules or the regulations made thereunder.

25. 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.

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

27. Miscellaneous:

29.1. The Allottee aware that the price of the Villa is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

29.2. The Allottee prior to execution of the Deed of Conveyance nominates his/their allotted villa 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 @75/- per sq.ft of the land area of the Villa and applicable taxes to the Promoter.

29.3. 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 Villa agreed to be constructed will be as per specifications mentioned in this agreement and the same may not

include the fittings and fixtures of the model villa 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 villa and the Allottee shall not be entitled to raise any claim for such variation.

29.4. 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 Villa 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.

29.5. 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 Third Schedule.

29.6. The Possession Date has been accepted by the Allottee. However, if the said Villa is made ready prior to the said Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequential 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.

29.7. The right of the Allottee shall remain restricted to his/her/their respective Villa 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 Villa or common space and/or any other portions of the Project.

29.8. In the event of cancellation of allotment after deducting cancellation amount as provided herein, the balance amount paid by the Allottee (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter.

29.9. 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 Villa 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.

29.10. The Promoter will not entertain any request for modification in the internal layouts of the Villa. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Villa booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Villa. 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 Promoter may subject to receipt of full payment allow any Allottee access to the Villa 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.

29.11. The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Villa without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and after registration of deed of conveyance, the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Villa 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 Villa in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

29.12. The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project to

the promoter for providing and Promoter shall also maintenance services of the project be entitled to the administrative charges of 15% of maintenance expenses/charge.

- a) Establishment and all other capital and operational expenses of the Association.
- b) All charges and deposits for supplies of common utilities.
- c) All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- d) Cost of operating the fire fighting equipments and personnel, if any.
- e) All expenses for insuring the Villa, if any, and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- f) All expenses for running and operating all machinery, equipments and installations comprised in the common portions, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- h) Municipal/Property tax, building (Villa) tax, water tax and other levies in respect of the Villa save those separately assessed for the said Villa of Allottee.
- i) Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- j) The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- k) All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

29.13. It is clarified that the Defect liability as indicated above is the responsibility of the Promoter, shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) 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 Villa 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 Promoter/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 Villas 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 Villa excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, brick work, plaster, which is inherent property of cementitious material 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 survey and assess the same and then submit a report to state the defects in material used in the structure built by the Villa and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

29.14. That on and from the date of possession of the said Villa, the Allottee shall:

- a) Co-operate in the management and maintenance of the said Project.
- b) Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said Project.
- c) Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @24% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter /Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - to discontinue the supply of electricity to the "Said Villa".
 - to disconnect the water supply
 - to discontinue the facility of DG Power back-up
 - to discontinue the usage of all amenities and facilities provided in the said Project to the Allottee and his/her/their family members/guests.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs

charges and expenses incurred till then by the Promoter /Association to realize the due amount from the Allottee.

- f) Use the said Villa for residential purpose only.
- g) Use all path and passages for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or there refuse in the common area save at the provisions made thereof.
- i) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Villas in the Project.
- j) Not to place or cause to be placed any article or object in the common area.
- k) Not to injure, harm or damage the Common Area or any other Villas in the Project.
- l) Not to make any addition, alteration in the structure of the Villa, internally within the Villa or externally, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Project, duly approved and finalized by the architect of the project.
- m) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- n) Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio-active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Villa and/or any other Villa in the said Project.

- o) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Villa' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the Villa or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said Villa.
- p) Not to use the said Villa or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring Villas or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- q) Not to encumber the said Villa in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said villa in favour of the Allottee.
- t) To ensure that all interior work of furniture, fixtures and furbishing of the said villa, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees.
- u) Presently bulk supply of electricity is available. Till individual meter is available the Promoter shall provide individual sub-meters to the Allottee/s upon payment by them of the proportionate security deposit payable to WBSEDCL/any other electricity supply agency for such

connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL/any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL/any other electricity supply agency, as per the norms of WBSEDCL/any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters. In the event, any portion of land is needed to be gifted to WBSEDCL or any other Service Provider for setting up of transformers or any other equipment to enable supply of electricity in the Project, the Allottee hereby accords his/their consent to the same and further agrees not to raise any disputes whatsoever in regard of such gift of land to WBSEDCL or the Service Provider, as the case may be. Advance maintenance charges shall be used towards recurring common maintenance charges including GST or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Allottee and the same shall be paid by the Allottee within the time period intimated by the Association. The Allottee hereby agrees that the Association may maintain itself or hand over the maintenance of the Residential Project to any maintenance agency at its sole discretion and the Allottee is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the rate of

24 % per annum by the Allottee from the due date till the date of payment. It is further clarified that In case Allottee defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit/outstanding amount out of the Maintenance Corpus Fund which the Allottee hereby consents. The Association/ Maintenance Agency as the case may be shall issue notice to the defaulting Allottee for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Allottee who hereby consents to the same.

- v) The deposits/other charges or levies demanded or required to be paid to or any other competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Force Department, Village Panchayat or other Governmental/ statutory authority and GST, or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in regard to the construction of the said Villa and proportionate cost of cable, transformers, pollution control equipment, firefighting equipment and the installation thereof.
- w) Any other tax, duty, fee or levy in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Allottee.
- x) The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the said Villa and the Allottee shall not raise any dispute or make any claim with regard

to the Promoter either constructing or not constructing the other phases, if any, of the Project.

29.15. It is further clarified that, Common Areas, Amenities and Facilities of the Whole Project which are common to all shall always be and remain under the absolute control and management of the promoter, who shall be entitled to cater the same to accommodate future plans of development of other parts or phases of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities common to all Phases of the Whole Project.

29.16. In addition to the PROJECT LAND, in the event any adjoining and/or contiguous properties (hereinafter referred to as the ADDITIONAL LANDS/ADJOINING PREMISES) is acquired, such Additional Lands/Adjoining Premises, Promoter will be entitled to cause the said adjoining premises to be amalgamated with the said Properties and upon such amalgamation to undertake development thereof which shall form part of the said Project:

29.17. The facilities and/or utilities and/or amenities to be provided for in the said Project to be constructed at the said properties as well as in the building and/or buildings to be constructed on the adjoining premises will remain for common use and enjoyment for all the owners and/or occupiers of the said Project.

29.18. The Promoter shall be entitled to and the Allottee hereby consents to

connect the drains, sewers, water, electric connection and other utilities and installations in the said project to be connected with the building and/or buildings to be constructed on the adjoining premises.

29.29. The facilities, amenities to be provided including the Spa, resort, Community Bazar and other various sports and leisure facilities including the passage ways/drive ways shall remain vested with the Promoter without any proprietary or any other right of the Allottee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners

Signature:

Name:

Address:

Please affix
Photograph
s and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

Signature:

Name:

Address:

Please affix
Photograph
s and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix
Photograph
s and Sign
across the
photograph

(2) Signature:

Name:

Address:

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

SCHEDULE - A
(Said Total Land)

All That the piece and parcel of land measuring 30.35 Acres (more or less) comprised various Dag & Khatian Nos. in Mouza- Ghunimeghi (JL No. 44), Bairampur (JL No.41), Kharamba (JL No.34) and Korolberia (JL No. 31) (Dag & Khatian No. wise details of land hereunder appearing), under Narayanpur and Benotta Gram Panchayat, P.S. Bantala & KLC, District South 24 Parganas, Pin 743502,

Mouza	JL No	Khatian No	Dag No	Total Area in Dag (Acre)	Area Purchased (Acre)
Ghunimeghi	44	1601, 1687, 1913	RR-10 216/233	1.49	1.49
			RR-11 216/233	1.48	0.66
			RR-12 216/233	1.48	1.48
			RR-13 216/233	1.48	1.18
			RR-14 636/1298	1.48	0.33
			218	1.40	0.94
			219	0.30	0.30
			220	0.18	0.18
			221	1.00	0.98
Bairampur	41	1152, 1440, 1441, 1443, 1444	1	0.35	0.35
			2	0.09	0.09
			3	0.45	0.45
			4	0.54	0.54
			5	0.74	0.42
			6	0.36	0.36
			7	0.19	0.19
			8	0.44	0.44
			9	0.12	0.12
			10	0.15	0.15
			11	0.14	0.14

		12	0.69	0.37
		13	0.96	0.74
		16	0.81	0.54
		17	0.25	0.25
		17/639	0.12	0.12
		18	0.43	0.43
		19	0.31	0.05
		20	1.50	1.50
		21	0.58	0.58
		22	1.30	1.30
		24	1.54	1.54
		25	0.33	0.33
		26	0.20	0.20
		27	0.35	0.35
		28	0.44	0.44
		30/640	0.69	0.31
		119	0.10	0.10
		120	0.89	0.74
		121	0.32	0.32
		122	0.67	0.49
		123	0.36	0.36
		124	0.27	0.20
		125	0.19	0.19
		126/652	0.74	0.45
		127	1.18	0.88
		128	0.41	0.41
		129	0.09	0.09
		130	0.14	0.14

			131	0.39	0.38
			132	0.23	0.23
			139	0.41	0.41
			146	0.33	0.32
			161	0.21	0.21
Kharamba	34	2097,	790	0.60	0.30
		2500, 2504	791	0.97	0.64
Korolberia	31	2022, 2023, 2048, 2085	1274	0.32	0.32
			1275	0.31	0.31
			1277	0.13	0.13
			1278	0.36	0.32
			1283	1.52	1.32
			1286	0.19	0.19
			1287	0.17	0.17
			1288	0.89	0.89
Total					30.35

SCHEDULE 'B'

(Details of Ownership of the Said Total Land)

Mouza	Dag No	Area Purchased (Acre)	Deed No	Date of Purchase	Name of The Purchaser
Bairampur	1	0.35	3517	28.03.2009	South City Matrix Infrastructure Ltd.
	2	0.04	1367	23.11.2005	Basera Land Pvt. Ltd.
		0.05	1366	23.11.2005	Basera Land Pvt. Ltd.

3	0.23	1367	23.11.2005	Basera Land Pvt. Ltd.
	0.22	1366	23.11.2005	Basera Land Pvt. Ltd.
4	0.24	15722	28.07.2006	South City Projects (Kolkata) Ltd.
	0.3	15721	28.07.2006	South City Projects (Kolkata) Ltd.
5	0.28	15722	28.07.2006	South City Projects (Kolkata) Ltd.
	0.14	15721	28.07.2006	South City Projects (Kolkata) Ltd.
6	0.18	1820	23.02.2008	South City Matrix Infrastructure Ltd.
	0.18	3245	14.09.2007	Manor Vyapaar Pvt. Ltd.
7	0.19	3516	28.03.2009	South City Matrix Inf. Ltd.
8	0.44	3245	14.09.2007	Manor Vyapaar Pvt. Ltd.
9	0.12	6061	09.08.2010	Manor Vyapaar Pvt. Ltd.
10	0.15	12348	02.09.2006	Basera Land Pvt. Ltd.
11	0.14	12348	02.09.2006	Basera Land Pvt. Ltd.
12	0.37	12348	02.09.2006	Basera Land Pvt. Ltd.
13	0.05	16844	29.11.2006	South City Projects (Kolkata) Ltd.
	0.06	15070	19.05.2006	Basera Land Pvt. Ltd.
	0.08	15074	19.05.2006	Basera Land Pvt. Ltd.
	0.07	5367	14.07.2010	Manor Vyapaar Pvt. Ltd.
	0.07	5368	14.07.2010	Manor Vyapaar Pvt. Ltd.
	0.16	839	22.01.2009	Manor Vyapaar Pvt. Ltd.
16	0.16	1049	07.02.229	Manor Vyapaar Pvt. Ltd.
	0.02	2490	10.08.2016	South City Projects (Kolkata) Ltd.
	0.05	6146	04.09.2015	South City Projects (Kolkata) Ltd.

	0.06	9994	19.10.2012	Manor Vyapaar Pvt. Ltd.
	0.41	4147	27.11.2007	Manor Vyapaar Pvt. Ltd.
17	0.25	5506	08.09.2006	South City Projects (Kolkata) Ltd.
17/639	0.03	5371	14.07.2010	Manor Vyapaar Pvt. Ltd.
	0.09	1821	23.02.2008	South City Matrix Infrastructure Ltd.
18	0.22	15482	08.03.2006	Basera Land Pvt. Ltd.
	0.21	15484	08.03.2006	Basera Land Pvt. Ltd.
19	0.05	9994	19.10.2012	Manor Vyapaar Pvt. Ltd.
20	0.67	15722	28.07.2006	South City Projects (Kolkata) Ltd.
	0.83	15721	28.07.2006	South City Projects (Kolkata) Ltd.
21	0.30	15485	09.08.2006	South City Projects (Kolkata) Ltd.
	0.12	12347	02.09.2006	Basera Land Pvt. Ltd.
22	0.20	2868	08.04.2010	South City Matrix Infrastructure Ltd.
	0.16	6998	15.09.2010	Manor Vyapaar Pvt. Ltd.
	0.17	3241	14.09.2010	Manor Vyapaar Pvt. Ltd.
	0.15	6999	15.09.2010	Manor Vyapaar Pvt. Ltd.
	0.13	3042	23.04.2015	Manor Vyapaar Pvt. Ltd.
	0.49	6997	15.09.2010	Manor Vyapaar Pvt. Ltd.
24	0.67	15722	28.07.2006	South City Projects (Kolkata) Ltd.
	0.88	15721	28.07.2006	South City Projects (Kolkata) Ltd.
25	0.15	15722	28.07.2006	South City Projects (Kolkata) Ltd.
	0.18	15721	28.07.2006	South City Projects

				(Kolkata) Ltd.
26	0.20	3552	09.03.2006	Basera Land Pvt. Ltd.
27	0.25	3548	09.03.2006	Basera Land Pvt. Ltd.
	0.10	8060	22.04.2006	Basera Land Pvt. Ltd.
28	0.44	4062	27.11.2007	South City Matrix Infrastructure Ltd.
30/640	0.16	8057	13.03.2006	Basera Land Pvt. Ltd.
	0.15	9992	21.04.2006	Basera Land Pvt. Ltd.
119	0.10	9992	21.04.2006	Basera Land Pvt. Ltd.
120	0.89	2468	17.07.2007	Manor Vyapaar Pvt. Ltd.
121	0.32	2711	03.08.2007	Basera Land Pvt. Ltd.
122	0.08	17132	05.06.2006	Basera Land Pvt. Ltd.
	0.11	7705	19.07.2008	South City Matrix Infrastructure Ltd.
	0.06	7708	19.07.2008	Manor Vyapaar Pvt. Ltd.
123	0.12	11527	16.04.2006	Basera Land Pvt. Ltd.
	0.24	16765	16.05.2006	Basera Land Pvt. Ltd.
124	0.04	7705	19.07.2008	South City Matrix Infrastructure Ltd.
	0.02	7708	19.07.2008	South City Matrix Infrastructure Ltd.
125	0.06	15482	08.03.2006	Basera Land Pvt. Ltd.
	0.06	15484	08.03.2006	Basera Land Pvt. Ltd.
126/652	0.15	15488	13.11.2006	Basera Land Pvt. Ltd.
	0.16	17131	08.12.2006	Basera Land Pvt. Ltd.
	0.14	9149	16.12.2010	Manor Vyapaar Pvt. Ltd.
127	0.08	2723	07.08.2008	South City Projects (Kolkata) Ltd.
	0.08	6374	18.08.2010	Manor Vyapaar Pvt. Ltd.
	0.06	11609	22.12.2005	Basera Land Pvt. Ltd.
	0.12	11608	22.12.2005	Basera Land Pvt. Ltd.

	0.12	9552	12.08.2005	Basera Land Pvt. Ltd.
	0.09	15486	22.03.2006	Basera Land Pvt. Ltd.
	0.08	9989	22.03.2006	Basera Land Pvt. Ltd.
	0.08	9990	29.06.2006	Basera Land Pvt. Ltd.
	0.05	11610	22.12.2005	Basera Land Pvt. Ltd.
128	0.41	11611	22.12.2005	Basera Land Pvt. Ltd.
129	0.09	3107	06.09.2007	Sampat Dealers Pvt. Ltd.
130	0.14	9988	19.04.2006	Basera Land Pvt. Ltd.
131	0.04	1822	25.02.2008	South City Projects (Kolkata) Ltd.
	0.01	15730	8.11.2006	South City Projects (Kolkata) Ltd.
	0.02	4127	22.09.2008	South City Projects (Kolkata) Ltd.
	0.04	890	30.01.2008	South City Projects (Kolkata) Ltd.
	0.20	892	30.01.2008	South City Projects (Kolkata) Ltd.
	0.08	15727	19.09.2006	South City Projects (Kolkata) Ltd.
132	0.23	15733	19.04.2006	Basera Land Pvt. Ltd.
139	0.31	11469	22.05.2007	South City Projects (Kolkata) Ltd.
	0.10	4131	22.04.2008	South City Projects (Kolkata) Ltd.
146	0.07	2351	06.03.2008	South City Projects (Kolkata) Ltd.
	0.06	2426	22.06.2007	South City Projects (Kolkata) Ltd.
	0.13	898	30.01.2008	South City Projects (Kolkata) Ltd.

	161	0.21	3108	30.06.2007	Sampat Dealers Pvt. Ltd.
Ghunimeghi	216/233	0.10	3105	06.09.2007	South City Projects (Kolkata) Ltd.
		1.49	11595	21.08.2006	Basera Land Pvt. Ltd.
		0.33	2344	07.12.2006	Basera Land Pvt. Ltd.
		0.33	2345	07.12.2005	Basera Land Pvt. Ltd.
		0.30	11020	02.03.2006	Basera Land Pvt. Ltd.
		0.30	2783	17.03.2006	Basera Land Pvt. Ltd.
		0.50	11532	08.06.2006	Basera Land Pvt. Ltd.
		1.49	11022	23.08.2006	Basera Land Pvt. Ltd.
	218	0.40	8812	10.09.2010	Manor Vyapaar Pvt. Ltd.
		0.30	6465	16.06.2014	Manor Vyapaar Pvt. Ltd.
		0.24	15723	28.07.2006	South City Projects (Kolkata) Ltd.
	219	0.30	15723	28.07.2006	South City Projects (Kolkata) Ltd.
	220	0.18	15723	28.07.2006	South City Projects (Kolkata) Ltd.
	221	0.33	15717	28.07.2006	South City Projects (Kolkata) Ltd.
		0.13	15723	28.07.2006	South City Projects (Kolkata) Ltd.
		0.08	15732	28.07.2006	South City Projects (Kolkata) Ltd.
		0.13	16764	07.03.2006	Basera Land Pvt. Ltd.
		0.08	11026	07.03.2006	Basera Land Pvt. Ltd.
		0.03	11037	07.03.2006	Basera Land Pvt. Ltd.
		0.02	11529	07.03.2006	Basera Land Pvt. Ltd.
		0.03	11528	07.03.2006	Basera Land Pvt. Ltd.
363/1298	0.48	3518	12.05.2008	Manor Vyapaar Pvt. Ltd.	
Kharamba	790	0.03	3012	27.07.2007	Sampat Dealers Pvt. Ltd.
		0.10	3247	07.09.2007	Sampat Dealers Pvt. Ltd.

		0.38	8814	10.09.2010	Sampat Dealers Pvt. Ltd.
		0.03	3095	27.07.2007	Sampat Dealers Pvt. Ltd.
		0.03	3011	27.07.2007	Sampat Dealers Pvt. Ltd.
		0.03	3013	27.07.2007	Sampat Dealers Pvt. Ltd.
	791	0.04	5372	14.07.2010	Sampat Dealers Pvt. Ltd.
		0.04	11745	26.12.2005	Basera Land Pvt. Ltd.
		0.05	11733	26.12.2005	Basera Land Pvt. Ltd.
		0.03	16844	29.11.2006	South City Projects (Kolkata) Ltd.
		0.04	2723	07.08.2008	South City Projects (Kolkata) Ltd.
		0.03	16759	19.05.2006	South City Projects (Kolkata) Ltd.
		0.15	2483	30.03.2015	Basera Land Pvt. Ltd.
		0.12	6242	27.11.2015	Basera Land Pvt. Ltd.
		0.25	2517	31.03.2015	Basera Land Pvt. Ltd.
Korolberia	1274	0.08	15720	8.11.2006	South City Projects (Kolkata) Ltd.
		0.16	15719	8.11.2006	South City Projects (Kolkata) Ltd.
		0.08	15736	8.11.2006	South City Projects (Kolkata) Ltd.
	1275	0.16	11705	24.12.2005	Basera Land Pvt. Ltd.
		0.09	2193	11.05.2010	Manor Vyapaar Pvt. Ltd.
		0.05	8810	14.09.2010	Sampat Dealers Pvt. Ltd.
	1277	0.07	11705	24.12.2005	Basera Land Pvt. Ltd.
		0.06	8810	14.09.2010	Sampat Dealers Pvt. Ltd.
	1278	0.24	6372	18.08.2010	Manor Vyapaar Pvt. Ltd.
		0.12	6373	18.08.2010	Manor Vyapaar Pvt. Ltd.
	1283	0.21	8637	17.09.2005	Basera Land Pvt. Ltd.
		0.19	7263	17.09.2005	Basera Land Pvt. Ltd.
		0.25	4570	29.04.2009	Manor Vyapaar Pvt. Ltd.

		0.29	6376	26.08.2010	Manor Vyapaar Pvt. Ltd.
		0.11	2350	06.03.2008	Sampat Dealers Pvt. Ltd.
		0.08	2362	06.03.2008	Sampat Dealers Pvt. Ltd.
		0.29	4606	30.04.2009	Sampat Dealers Pvt. Ltd.
	1286	0.01	3043	23.04.2015	South City Projects (Kolkata) Ltd.
		0.01	5410	10.12.2009	Manor Vyapaar Pvt. Ltd.
		0.04	4609	28.04.2009	Manor Vyapaar Pvt. Ltd.
		0.05	4608	28.04.2009	Manor Vyapaar Pvt. Ltd.
		0.05	5402	09.12.2009	Manor Vyapaar Pvt. Ltd.
		0.03	2832	08.04.2010	Manor Vyapaar Pvt. Ltd.
	1287	0.11	142	06.01.2009	Manor Vyapaar Pvt. Ltd.
		0.06	2193	11.05.2010	Manor Vyapaar Pvt. Ltd.
	1288	0.04	5410	10.12.2009	Manor Vyapaar Pvt. Ltd.
		0.22	4609	28.04.2009	Manor Vyapaar Pvt. Ltd.
		0.22	4608	28.04.2009	Manor Vyapaar Pvt. Ltd.
		0.22	5402	09.12.2009	Manor Vyapaar Pvt. Ltd.
		0.14	2832	08.04.2010	Manor Vyapaar Pvt. Ltd.
		0.05	3043	23.04.2015	South City Projects (Kolkata) Ltd.

SCHEDULE 'C'

(The Said Land)

All That the piece and parcel of land measuring 23.50 decimals (more or less) out of 30.35 Acres (Said Total Land) comprised various Dag & Khatian Nos. in Mouza- Ghunimeghi (JL No. 44), Bairampur (JL No.41), Kharamba (JL No.34) and Korolberia (JL No. 31) (Dag & Khatian No. wise details of land hereunder appearing), under Narayanpur and Benotta Gram Panchayat, P.S. Bantala & KLC, District South 24 Parganas, Pin 743502.

Mouza	JL No	Khatian No.	Dag No.	Total Area in Dag (Acre)	Total Area under Development

SCHEDULE 'E'

(VILLA)

ALL THAT Piece and Parcel of Land measuring _____ cottahs (more or less) of Bastu Land and alongwith 2 storied Building/Villa having _____ sq. ft. (more or less) Carpet area, _____ sq. ft. (more or less) built-up area, the said land comprised in lying and situated at Mouja - _____, J.L. No - _____, being Villa No. _____, Type of Villa - _____, under, R.S. and L.R. Dag No - _____, appertaining to. L.R. Khatian No - _____, within the jurisdiction of Additional District Sub Registrar Office - Bhangore, under Narayanpur Gram Panchayat, Police Station-Bhangore, District - 24 Paraganas (South) and butted and bounded as

SCHEDULE 'F'

(PRICE)

Price for the Land including Villa Rs. _____/-

Total Price Rs. _____/-

(Rupees only).

SCHEDULE 'G'
(PAYMENT PLAN)

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS
1	10% + GST	On Allotment.
2	20% + GST	On foundation.
3	20% + GST	On Structure.
4	20% + GST	On Internal finish.
5	15% + GST	On External finish.
6	15% + GST	On Possession.

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE 'H'
(SPECIFICATIONS)

SPECIFICATION:-

- ✓ FOUNDATION: RCC STRUCTURE.
- ✓ SUPERSTRUCTURE: RCC FRAME STRUCTURE.
- ✓ EXTERNAL BUILDING WALLS: BRICK / BLOCK WALL.

- ✓ INTERNAL BUILDING WALLS: BRICK / BLOCK WALL_
- ✓ ROOF: RCC ROOF WITH INSULATION AND WATER PROOFING.
- ✓ PLOT FENCE: HEDGES WITH GATE.

MASTER BEDROOM

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING: POP / WALL PUTTY.

MASTER BATHROOM WITH SHOWER CUBICLE & BATHTUB

- ✓ FLOOR: ANTI SKID CERAMIC TILES
- ✓ WALL: CERAMIC / VETRIFIED TILES.
- ✓ FITTINGS: CP FITTINGS (GROHE OR SIMILAR)
- ✓ SANITARY: SANITARY FIXTURES OF KOHLER OR SIMILAR.

OTHER BEDROOMS

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING: POP / WALL PUTTY.

OTHER BATHROOMS WITH SHOWER CUBICLE

- ✓ FLOOR: ANTI SKID CERAMIC TILES.
- ✓ WALL: CERAMIC / VETRIFIED TILES.
- ✓ CEILING: CEILING BOARD WITH PAINT FINISH.
- ✓ FITTINGS: CP FITTINGS (GROHE OR SIMILAR).
- ✓ SANITARY: SANITARY FIXTURES OF KOHLER OR SIMILAR.

LIVING/DINING/CORRIDOR

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING : POP / WALL PUTTY.

KITCHEN

- ✓ FLOOR : VETRIFIED / CERAMIC TILES
- ✓ COUNTER: MODULAR KITCHEN WITH

CHIMNEY & HOB

- ✓ WALL: TILES ABOVE COUNTER LEVEL UPTO 2 FT HEIGHT

BALCONY

- ✓ FLOOR: ANTI SKID TILES.

DOORS

- ✓ ENTRANCE: LAMINATED FINISH.
- ✓ BEDROOM: LAMINATED FINISH.
- ✓ BATHROOM: LAMINATED FINISH.
- ✓ BALCONY: ALUMINUM AND GLASS DOOR.
- ✓ WINDOWS: POWDER COATED ALUMINUM CASEMENT / SLIDING WINDOW WITH GLASS.
- ✓ WATER HEATING: SOLAR WATER HEATING SYSTEM.
- ✓ AIR-CONDITIONING: AC IN LIVING / DINING AREA & ALL BEDROOMS.
- ✓ COMMUNICATION: GPO, OFC, NETWORK WITH PROVISION FOR VOICE. DATA CABLE , TV,AND SECURITY SYSTEM IN ALL VILLA

ELECTRICAL INSTALLATION:-

- ✓ CIRCUIT PROTECTION: COPPER ELECTRICAL WIRING THROUGHOUT IN CONCEALED CONDUIT WITH LIGHT POINTS, T.V. & TELEPHONE SOCKETS WITH PROTECTIVE M.C.B.'S & RCCB'S" / OR G-PON OPTICAL FIBRE NETWORK TO EVERY HOME FORVOICE/DATA/CABLETV/CCTV.
- ✓ DOOR BELL / SECURITY SYSTEM: DOOR BELL POINT & INTERCOMSYSTEM TO MAIN RECEPTION.
- ✓ EARTHING & LIGHTNING PROTECTION SYSTEM: IN ACCORDANCE WITH THE LOCAL AUTHORITY STANDARDS.
- ✓ EXTERNAL FINISH: GLASS FAÇADE, WALL WITH SPRAY TEXTURED / PAINT FINISH AND / OR OTHER FINISHES AS PER THE RECOMMENDATION OF THE ARCHITECT.

✓ CAR PARK	STONES / PAVERS
✓ STAND-BY POWER: (INDIVIDUAL DG SET)	100 % BACK UP POWER.
✓ FIRE PROTECTION:	FIRE EXTINGUISHERS AT EACH LEVEL.
✓ WATER SUPPLY:	WTP WITH HYDRONEUMATIC SYSTEM
✓ ELECTRCITY SUPPLY:	INDEPENDENT WBSIEDCL METERING TO EACH VILLA
✓ STP:	CLUSTER STP AS PER STATUTORY REQUIREMENT.

SCHEDULE 'I'

(COMMON AREAS and AMENITIES)

Common area within the Residential area shall mean and include the various common parts and portions of the said project which shall include as follows.

- Entrances.
- exits.
- passageways, and drive ways, (except those forming part of reserved area).
- Gardens and Common Land Scape.
- path ways , Pavement.
- Covered and Uncovered drain.
- Generator, generator room.
- Pump Room.
- Tubewell with water reservoir.
- WTP
- STP

- Courtyards.
- Water Body.
- Kids Play Area.
- Boundary Wall

Annexure
Floor Plan