

Agreement for Sale

This Agreement for Sale (Agreement) Executed on this _____ day
Of _____, _____

1. IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161,District North 24 Parganas, West Bengal, represented by its Director, **GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808]**, wife of AmrishPrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

2. GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808], wife of AmrishPrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

3. AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119] son of Raghunath PrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

4. KOLKATA NIKETAN PVT. LTD. [PAN. AADCK5050A], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119]**, son of Raghunath PrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

5. KWALITY REALTECH PVT. LTD. [PAN. AADCK1003H], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161 District North 24

Parganas, West Bengal, represented by its Director, **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119]** son of Raghunath PrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal. All represented by their Constituted Attorney, **IMPERIAL CONCLAVE PVT. LTD. [PAN NO. AABCI9641P]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, represented by its both Directors, **GAYATRI RUNGTA [PAN NO. ALIPR6422N], [AADHAAR NO. 774076637808]** & wife of AmrishPrashadRungta, and **AMRISH PRASHAD RUNGTA[PAN. ALIPR6420Q] [AADHAAR NO. 751837549119]** son of Raghunath PrashadRungta both by faith - Hindu, by occupation - Business, by nationality - Indian, both are residing at Apartment No. P-3, Flat No. 17/18Q, Rythm-1, Sunrise Symphony, P.O. Action Area 2B, P.S. New Town, Kolkata - 700161, District North 24 Parganas, West Bengal.

Hereinafter referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors in interest and assigns) of the **FIRST PART**,

AND

6. IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, **GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808]**, wife of AmrishPrashadRungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal

Hereinafter referred to as **“the DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **OTHER PART:**

AND

7. MR./MRS. **(having PAN:**),
son/wifeof Mr., by Occupation, by faith
....., by Nationality Indian, residing at
....., or hereinafter called
the "Allottee" (which expression repugnant to the context meaning
thereof be deemed to mean and include its successor-in-interest, and
permitted assigns).

(The "Developers and "Allottees" shall hereinafter, collectively be
referred to as the "Parties and individually as a Party)

DEFINITIONS :

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

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

BACKGROUND & TITLE OF THE LAND:

- A. **Absolute Ownership of Ava Rani Bhowmick** : One Ava Rani
Bhowmick was the absolute owner of 43 decimals more or less out
of 1 Acre 40 decimals more or less of land in C.S. Dag No. 60 and
also 06 decimals more or less out of 09 decimals more or less of
land in C.S. Dag No. 8, in total 49 decimals more or less of land
under C.S. Khatian No. 129, in Mouza - Bhatenda, by purchasing
the same from one Joydeb Chandra Ghosh, by the strength of a
Registered Deed of Conveyance, registered in the year 1960, in the
office of the Sub-Registrar, Cossipore Dum Dum, and recorded in
Book No. I, Pages 64 to 66, being Deed No. 2255 for the year 1960.
- B. **Record by Ava Rani Bhowmick** : After purchase the said Ava
Rani Bhowmick recorded her name in Revisional Settlement, in
R.S. Khatian No. 78, in R.S. Dag Nos. 47 & 48, in respect of the
aforesaid land.
- C. **Sale by Ava Rani Bhowmick to Pramila Nag** : The said Ava Rani
Bhowmick sold, transferred and conveyed a plot, being Plot No. E,
land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in
C.S. Dag No. 8, R.S. Dag No. 47 and also a plot, being Plot No. F,
land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks

more or less in C.S. Dag No. 60, R.S. Dag No. 48, in total 25 (Twenty Five) Cottahs more or less of land under C.S. Khatian No. 129, R.S. Khatian No. 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.

D. **Record by Pramila Nag** : The said Pramila Nag recorded her name in L.R. Settlement, in L.R. Khatian No. 1036, in respect of the aforesaid land.

E. **Absolute Ownership of Pramila Nag** : Thus on the basis of the aforesaid deed the said Pramila Nag became the absolute owner of the aforesaid plot, being Plot No. E, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47, L.R. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land measuring 25 (Twenty Five) Cottahs more or less under C.S. Khatian No. 129, R.S. Khatian No. 78, L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

F. **Sale by Pramila Nag to AmriashPrashadRungta** : Thus the said Pramila Nag sold, transferred and conveyed the aforesaid land, to one of the present owner herein, AmrishPrashadRungta, by the strength of a Registered Deed of Conveyance, registered on 18.11.2011, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 21, Pages 10348 to 10366, being Deed No. 12979 for the year 2011.

CHAIN & TITLE UNDER THE DEED NO. 06583 FOR THE YEAR 2012 :

A. **Absolute Ownership of Ava Rani Bhowmick** : One Ava Rani Bhowmick was the absolute owner of land measuring 06 decimals more or less comprised in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Pages 64 to 66, being Deed No. 2255 for the year 1960.

B. **Sale by Ava Rani Bhowmick to Pramila Nag** : The said Ava Rani Bhowmick sold, transferred and conveyed the aforesaid land

measuring 06 decimals more or less in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.

C. Record by Pramila Nag : After purchasing the same, the said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.

D. Sale by Pramila Nag to AmrishPrashadRungta : The said Pramila Nag again sold, transferred and conveyed Bagan land measuring 1 (One) Cottah 8 (Eight) Chittacks 4 (Four) sq.ft. more or less out of the aforesaid land measuring 06 decimals more or less, in C.S. Dag No. 8, R.S./L.R. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78 corresponding to L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Resa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, to one the said AmrishPrashadRungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 13772 to 13791, being Deed No. 06583 for the year 2012.

CHAIN & TITLE UNDER THE DEED NO. 06598 FOR THE YEAR 2012 :

A. Absolute Joint Ownership of Satya Ranjan Bhowmick&Others
:One Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, ManoranjanBhowmick&Sukha Ranjan Bhowmick, all sons of Late Harendra Chandra Bhowmick were the absolute joint owners of 140 decimals more or less of land in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, along with other lands, by purchasing the same from one Hazari Lal Ghosh & Others, by the strength of two Registered Deeds of Conveyance, both registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 81, Pages 137 to 140, being Deed No. 5524 for the year 1955 and also recorded in Book No. I, Volume No. 84, Pages 92 to 95, being Deed No. 5525 for the year 1955.

B. Deed of Partition : The said Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, ManoranjanBhowmick&Sukha Ranjan Bhowmick to avoid future confrontation, executed a Registered Deed of Partition, executed on 02.07.1967 and registered on 02.08.1967, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 6921 for the year 1967.

C. Record by Manoranjan Bhowmick: The said Manoranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 531/1.

D. Sale by Manoranjan Bhowmick to one of the present owners, Paresh Chandra Nag : The said Manoranjan Bhowmick sold, transferred and conveyed the aforesaid land measuring 20 decimals more or less out of his possession in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 531/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 173, Pages 139 to 148, being Deed No. 3451 for the year 1992.

E. Record by Sukha Ranjan Bhowmick : The said Sukha Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 785/3.

F. Sale by Sukha Ranjan Bhowmick to Ashru Deb Roy : The said Sukha Ranjan Bhowmick sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottah 8 (Eight) Chittack 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Ashru Deb Roy, wife of Sankar Deb Roy, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 150, Pages 31 to 40, being Deed No. 7406 for the year 1988.

G. Again Sale by Sukha Ranjan Bhowmick to Bharati Majumder (Sengupta) : The said Sukha Ranjan Bhowmick again sold, transferred and conveyed land measuring 3 (Three) Cottahs 3 (Three) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Bharati Majumder (Sengupta), wife of Pallab Baran Majumder, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 150, Pages 21 to 30, being Deed No. 7400 for the year 1988.

H. Absolute Joint Ownership of Ashru Deb Roy & Bharati Majumder (Sengupta) : Thus on the basis of the aforesaid two deeds, vide Deed Nos. 7406/1988 & 7400/1988, the said Ashru Deb Roy & Bharati Majumder (Sengupta) became the absolute

joint owners of land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.

- I. Joint Sale by Ashru Deb Roy & Bharati Majumder (Sengupta) to the said Paresh Chandra Nag :**The said Ashru Deb Roy & Bharati Majumder (Sengupta) jointly sold, transferred and conveyed the aforesaid land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 6, Pages 119 to 125, being Deed No. 302 for the year 1995.
- J. Record by Paresh Chandra Nag :** The said Paresh Chandra Nag recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1035, in respect of the aforesaid land.
- K. Absolute Ownership of Paresh Chandra Nag :** Thus on the basis of the aforesaid facts and circumstances, the said Paresh Chandra Nag became the owner of 20 decimals of land equivalent to 12 (Twelve) Cottahs 1 (One) Chittack 27 (Twenty Seven) sq.ft. more or less by the strength of the Deed No. 3451 for the year 1992. And also land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less by the strength of Deed No. 302 for the year 1995.
- L.** Thus the said Paresh Chandra Nag became the absolute sole owner of land measuring 18 (Eighteen) Cottahs 12 (Twelve) Chittacks 27 (Twenty Seven) sq.ft. more or less comprised in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1035, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.
- M. Record by Satya Ranjan Bhowmick :**The said Satya Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 532.
- N. Demise of Satya Ranjan Bhowmick :** The said Satya Ranjan Bhowmick died intestate, leaving behind his wife namely AsimaBhowmick and two sons namely SupriyoBhowmick& Jayanta Bhowmick as his heirs and successors in interest in respect of the aforesaid land left by the said Satya Ranjan Bhowmick, since deceased.
- O. Joint Sale by AsimaBhowmick, SupriyoBhowmick& Jayanta Bhowmick to one of the present owners, Parna Nag :** The said AsimaBhowmick, SupriyoBhowmick& Jayanta Bhowmick jointly

sold, transferred and conveyed their total land measuring 21 decimals equivalent to 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 532, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Parna Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 73, Pages 129 to 138, being Deed No. 3450 for the year 1992.

P. Record by ParnaNag : After purchasing the same, the said Parna Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1034, in respect of the aforesaid land.

Q. Absolute Ownership of ParnaNag : Thus on the basis of the aforesaid deed, vide Deed No. 3450 for the year 1992, the said Parna Nag became the absolute owner of the aforesaid land measuring 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1034, in Mouza - Bhatenda, J.L. No. 28, Resa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.

R. Sale by Sukho Ranjan Bhowmick to PanchananNath : The said Sukho Ranjan Bhowmick sold, transferred and conveyed a land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Panchanan Nath, by the strength of a registered Deed of Conveyance, registered on 28.04.1956, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 4284 for the year 1956.

S. Purchase by ChittaranjanBhowmick, ManoranjanBhowmick, Satya Ranjan Bhowmick&Sukho Ranjan Bhowmick from Panchanan Nath : The said ChittaranjanBhowmick, ManoranjanBhowmick, Satya Ranjan Bhowmick&Sukho Ranjan Bhowmick jointly purchased the aforesaid land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, from the said Panchanan Nath, by the strength of a Registered Deed of Conveyance, registered on 15.05.1957, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 65, Pages 41 to 42, being Deed No. 3898 for the year 1957.

T. Purchase by ChittaranjanBhowmick from the said ManoranjanBhowmick, Satya Ranjan Bhowmick&Sukho

Ranjan Bhowmick : The said ChittaranjanBhowmick purchased 3/4th share in the aforesaid 22 decimals of land from his co-sharers, ManoranjanBhowmick, Satya Ranjan Bhowmick&Sukho Ranjan Bhowmick, by the strength of a Registered Deed of Conveyance, registered on 05.09.1972, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 95, Pages 47 to 51, being Deed No. 5897 for the year 1972.

U. Record by ChittaranjanBhowmick: The said ChittaranjanBhowmick recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 213/1.

V. Demise of ChittaranjanBhowmick : The said ChittaranjanBhowmick died intestate on 24.11.1986, leaving behind his wife Ava Rani Bhowmick, two sons Sekhar Bhowmick& Anupam Bhowmick and two married daughters Snigdha Sinha, wife of Barun Sinha &SusmitaBanerjee, wife of S.N. Banerjee as his heirs and successors in interest in respect of the aforesaid land, left by the said ChittaranjanBhowmick, since deceased.

W. Jointly Sale by Ava Rani Bhowmick& Others to Pramila Nag : The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha &Susmita Banerjee jointly sold, transferred and conveyed 5 (Five) Cottah more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 213/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 6, Pages 107 to 112, being Deed No. 300 for the year 1995.

X. Again Jointly Sale by Ava Rani Bhowmick& Others to the said Pramila Nag : The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha &Susmita Banerjee again jointly sold, transferred and conveyed 11 (Eleven) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 213/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 16.06.1999, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 45, Pages 303 to 314, being Deed No. 1811 for the year 1999.

Y. Record by Pramila Nag : The said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.

Z. Absolute Ownership of Pramila Nag : Thus on the basis of the aforesaid deeds, Deed No. 300 for the year 1995 and Deed No. 1811 for the year 1999, the said Pramila Nag became the absolute owner of land measuring 16 (Sixteen) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag

No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

CHAIN AND TITLE OF PARESH CHANDRA NATH, PRAMILA NAG & PARNA NAG:

A. Joint Ownership of Paresh Chandra Nath, Pramila Nag & Parna Nag : The said Paresh Chandra Nath, Pramila Nag & Parna Nag amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. more or less, in C.S. Dag No. 60, R.S./L.R. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 1035, 1034 & 1036, in Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

B. Sale by Paresh Chandra Nath, Pramila Nag & Parna Nag to Imperial Conclave Pvt. Ltd. & Others : The said Paresh Chandra Nag, Pramila Nag & Parna Nag jointly sold, transferred and conveyed the aforesaid demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. be the same a little more or less, to the present owners herein, Imperial Conclave Pvt. Ltd., KwaliteyRealtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., AmrishPrashadRungta & Gayatri Rungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 14338 to 14367, being Deed No. 16598 for the year 2012.

C. Record by the owners : The said AmrishPrashadRungta recorded his name in the L.R. Settlement, in L.R. Khatian No. 2712 and also the said Gayatri Rungta recorded her name in the L.R. Settlement, in L.R. Khatian No. 2909 and also the said KwaliteyRealtech Private Limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2907 and also the said Imperial Conclave Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2906 and also the said Kolkata Niketan Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2908, in respect of their respective plots of land.

D. Joint Ownership of Imperial Conclave Pvt. Ltd. & Others : Thus the said Imperial Conclave Pvt. Ltd., KwaliteyRealtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., AmrishPrashadRungta & Gayatri Rungta amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land as follows :

C.S. Dag Land No.	R.S./L.R Dag No.	Nature of Land	Amalgamated Plot of K-CH-SFT
8	47	Bagan	01-08-04.00

60	48	Bagan	48-05-39.60
60	48	Bagan	25-00-00.00
			74-13-43.60

in total measuring 74 (Seventy Four) Cottahs 13 (Thirteen) Chittacks 43.60 (Forty Three Point Six Zero) sq.ft. be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48 under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, in Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereunder written and the above mentioned

E. Gift by Imperial Conclave Pvt. Ltd. & Others in favour of Rajarhat Panchayet Samity : The said the said Imperial Conclave Pvt. Ltd., KwalityRealtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., AmrishPrashadRungta& Gayatri Rungta gifted a demarcated plot of vacant land measuring 74.986 (Seventy Four Point Nine Eight Six) Square Meter equivalent to 807.149 (Eight Hundred Seven Point One Four Nine) Square Feet be the same a little more or less, out of the aforesaid total land measuring 1.23 Acre be the same a little more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, comprised in C.S. Dag No. 60 & 8, R.S./L.R. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 2906, 2907, 2908, 2712 & 2909, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Pin - 700135, in the State of West Bengal, in favour of Rajarhat Panchayet Samity, registered on 24.07.2020, in the office of the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Pages 195262 to 195283, being Deed No. 152304573 for the year 2020.

F. The Owner are absolute and lawful Owners and /or otherwise well and sufficiently entitled to all that the land more fully described in Part-I of the FIRST SCHEDULE hereto (the "SAID LAND") purchased by the Owners as per the particulars of deed of the Said land more fully described in the SECOND SCHEDULE hereto.

G. The Developers may negotiate for purchase of additional and/or further land adjacent to and /or situated in contiguity of the Said Land (the "ADDED AREA"). The Added Area as and when purchased from time to time shall also be developed by the Developers along with the Said Land and the said Land and the Said Added Area when so developed shall form part of a common integrated development.

H. The Developer has entered into an Development Agreement with Owner dated 23.11.2020 which was registered in the office of A.R.A. I, Kolkata and duly recorded in book no. I, volume no. 1901-2020, pages from 211065 to 211120, being no. 190104256

for the year 2020 (the "DEVELOPMENT AGREEMENT") for developing and/or constructing a project consisting of several residential and other building(s) on the said land for the consideration and subject to the terms and conditions contained therein.

- I. In terms of the provisions of the Development Agreement the Owner granted a Development power of attorney dated 23.11.2020 which was registered in the office of A.R.A. I, Kolkata and duly recorded in book no -I, volume no. 1901-2020, pages from 211615 to 211643, being no. 190104267 for the year 2020 in favour of the Developer for the Purpose of carrying out various works in connection with the development of the said land in terms of the Development Agreement (the "POWER OF ATTORNEY")
- J. The Said Land (as also Added Area as and when purchased), are earmarked for the purpose of building an integrated building complex known as KWALITY WATERSIDE to be constructed in several phases (the "PROJECT") the building being part of the project being constructed / has been constructed on the existing quantum of the Said Land as of now (excluding any Added Area) is comprised of residential apartments as also commercial units and also other spaces and common areas, several numbers of building/ blocks being constructed/to be constructed in several phases, (the said "COMPLEX")
- K. The common areas of the Complex inter alia, will have amenities and facilities some of which are situated within Phase -I , II, III, being constructed /having been constructed on Phase -I, II, III, Land and the others are to be situated in other parts of the Complex and / or the Project to be built in the remaining phase of the Complex /Project on the Said Land and / or on the Added area all of which however (irrespective of location thereof and the phase (s) in which they will be constructed) are/would be earmarked and/or meant/ to be meant to be used in common by all the occupants of the Phase-I and or the occupants of the remaining phases of the Complex and/ or the Project in due course as and when they are available for use and enjoyment depending upon the progress of the construction and development of the Complex / Project on Phase -I Land and/or the Said Land and /or the Added area as the case may be. The details of the common areas available for use in common by all the occupants of the Complex and / or the Project are given in PART - I of the THIRD SCHEDULE hereunder written (collectively the "COMMON AREAS").
- L. The Developer caused a plan of Complex prepared by the architects so appointed by them presently for the construction only of the Complex and got the plan sanctioned (the SAID PLAN)
- M. Under the Development Agreement Phase - I, II, III, Land morefully described in FIRST SCHEDULE hereto (the PHASE -I, II, III, LAND) is being / will be developed by construction of several nos. of building all comprised within the Complex.

- N. The Developers will take up construction and development of other phases of construction of the Complex /Project on the Said Land and/ or the Added Area in due course as per the Said Plan and/ or as per further plans to be sanctioned in due course.
- O. The Allottees have applied for allotment of an apartment in Phase-I of the Project vide Customer ID No. _____ dated _____ and have been allotted Apartment No. _____ on the _____ floor measuring a carpet area of _____ square feet , more or less corresponding to saleable /super built up area of _____ square feet more or less in the Block named _____ (hereinafter referred as the "BUILDING") along with 1 no. of _____ Covered car parking space admeasuring an area about 135 square feet more or less within the residential housing complex /Project named KWALITY WATERSIDE as permissible under applicable law and of / together with pro rata share in the Common Areas of the entire Project which Common Area is defined in PART-I of the THIRD SCHEDULE hereunder written and /or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project.
- P. The Parties have gone through all the terms and conditions set out this Agreement and have understood the mutual rights and obligations detailed herein.
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws rules regulations notification's etc. applicable to the Project /Complex and the Said Phases including Phase (s) of the Complex and /or Project to which this Agreement relates.
- R. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provision of the Act and Parties will comply with this mandatory requirement. In case of failure and/ or non-compliance of this mandatory requirement by the Parties or any of them then and in such event this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.
- S. The Allottees have been made aware and has unconditionally agreed that the occupants of apartment in other phases of the entire Complex /Project shall also have complete and unhindered access to all Common Area as morefully described in Part -I of the THIRD SCHERDULE hereunder written as also to all amenities and facilities of Project /Complex which are meant or allowed by the Developers for use and enjoyment by such other co-owners and / or third parties as the case may be.
- T. 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,

U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Developers hereby agree to sell and the Allottees hereby agree to purchase the said Apartment as specified in para “J” above in manner mentioned below,

NOW THEREFORE in consideration of the mutual representations, 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 and conditions as detailed in this Agreement the Developers agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Said Apartment as more fully described in the SECOND SCHEDULE herein below

1.2 The Total Price for the Apartment based on saleable area of the Apartment is Rs. _____/- (Rupees _____) only as per the details given in Part-I of the EIGHT SCHEDULE hereunder written (the “TOTAL PRICE”) and set forth value is Rs. _____/- (Rupees _____) only.

1.3 The Total Price has been arrived at in the following manner:

SI. No.	Description	Rate per Sq.Ft. (In INR)	Amount (In INR)
A.	Unit Price: Cost of Apartment/unit Add: _____ Car Parking Space Sub-Total	_____-/- _____-/-	_____-/- _____-/-
B.	Other Charges; (a) Proportionate share of cost charges and expenses of Power backup/Generator @ Rs. _____/- Per Sq.ft. on saleable area (b) Proportionate share of installation of Transformer and Main Electricity charges calculated @ Rs. _____/- per sq.ft. on saleable area. (c) Legal/documentation Charges per Apartment Document charges exclude registration/commissionin	a) Rs. _____/- (Rupees _____) only Rs. _____/- (Rupees _____) only Rs. _____/- (Rupees _____) only	

	g charges, stamp duty & registration fees which shall be paid extra by the Allottees at actual @ Rs. ___/- per sq.ft. on saleable area	
	(d) Club Membership/ Infrastructure Charges per Apartmentcalculated @ Rs. ___/-per Sq.ft. on saleable area	Rs. _____/- (Rupees _____) only
	(e) MaintenanceCorpus (advance for 12 months) @ Rs ___/- per sq.ft. on saleable area.	Rs. _____/- (Rupees _____) only
	(f) Property Tax (advance) @ Rs. ___ /- Per sq.ft. on saleable area	Rs. _____/- (Rupees _____) only
	(g) Society Formation Charge @ Rs. ___ /- Per sq.ft. saleable area	Rs. _____/- (Rupees _____) only
	Sub-Total	Rs. _____/- (Rupees _____) only
C	Total GST (Goods and Service Tax)	Rs. _____/- (Rupees _____) only
	Total Price (A+B+C)	Rs. _____/- (Rupees _____) only

1.3.1. In addition to the aforesaid total price, the following charges shall be paid at actual/or as mentioned by the developers as per payment schedule:

- (a) Cost of ElectricMeter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other IncidentalExpenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to themutation
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actual;and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required;and;
- (f) Interest Free Sinking Fund on actual after handover, ifrequired.

1.3.2. The Interest Free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actual at the time ofpossession.

1.3.3. The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Developer in the name of

such body as maybe so constituted by the Developer.

1.3.4. The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount (being 10% of the Total Price inclusive of applicable Taxes) paid by the Allottees to the Developer towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developers, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developers, (by whatever name called) up to the date of handing over the possession of the Apartment to the Allottees and the Project/Complex to the association of Allottees after obtaining the completion certificate.
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottees to the Developers 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 said Phase (as may be extended) the same shall not be charged from the Allottees.
- (iii) The Developer shall periodically intimate in writing to the Allottees, the amount payable as stated in above and the Allottees shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, water line and plumbing, tiles, doors, windows, in the Common Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.4. The Total Price is escalation-free, save and except increases which the Allottees 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 Developer undertakes and agrees that while raising a demand on the Allottees for increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter/email being issued to the Allottees, 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

extended) the same shall not be charged from the Allottees.

1.5. The Allottees

shall make the payment to the Developer as per the payment plan set out in Part-II of the EIGHT SCHEDULE hereto (the "PAYMENT PLAN").

1.6. It is agreed that the Developers shall not make any additions and/or alterations in the sanctioned plan of the Phase(s) of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in Part - II of THIRD SCHEDULE herein (which shall be in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottees, as per the provisions of the Act, provided that, the Developers may make such minor additions or alterations, as may be required by the Allottees provided such minor changes or alteration are as per the provisions of the Act.

1.7. The Developer shall confirm to the Allottees the final carpet area of the Apartment that has been allotted to the Allottees after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) 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 Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by the Allottees within 45 (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 Allottees. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottees, the Developer may demand that from the Allottees as per the next milestone of the Payment Plan as provided in PART - II of the EIGHT SCHEDULE. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

1.8. Subject to Para 10.3 below the Developers agree and acknowledges that the Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Apartment;
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use all Common Areas along with other occupants, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Developers shall hand over the Common Area to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The rights of the Allottees are limited to ownership of the said Apartment and the Allottees hereby accept the same and the Allottees shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- (iv) The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary

- by the Developers (without affecting the rights of the Allottees, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project/Complex and the Allottees hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- (v) The Allottees shall only have user rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment/Flat and the Allottees hereby accepts the same and the Allottees shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project/Complex.
 - (vi) The computation of price of the Apartment/Flat includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, waterline and plumbing, finishing with paint, tiles/mosaic flooring, (as agreed), doors, windows, (only to the extent, as required under the relevant law(s)) in the Common Areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Flat and the Project.
 - (vii) The Allottees have the right to visit the Project site, to assess the extent of development of the Project/Complex and the Apartment/Flat, as the case maybe.
 - (viii) The computation of the price of the Apartment/Flat also includes the cost of the covered independent/covered dependent parking/open independent/dependent parking/basement independent/ basement dependent/ Mechanical car parking/ two-wheeler parking, as the case may be, if any, allotted to the Allottees by the Developer and as so mentioned in the SECOND SCHEDULE hereto.
- 1.9. It is made clear by the Developers and the Allottees agrees that the Apartment/Flat (along with the independent/covered dependent parking/open independent/dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Allottees by the Developer and as so mentioned in the SECOND SCHEDULE hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Said Land and/or the additions made thereto 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 Allottees. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees (including the Allottees herein) of the Project/Complex.
- 1.10. The Developer agrees to pay all outgoing before transferring the physical possession of the apartments/Flats to the Allottees, which the Developer has collected from the Allottees (including the Allottees herein) for the payment of outgoings (including

land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by the Developer from the Allottees, (including the Allottees herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the Allottees, then, and in such event, the Developer agrees to be liable, even after the transfer of the Apartment/Flat, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

- 1.11. The Allottees, have paid a sum of Rs. ___/- (Rupees _____ only) towards part payment of the Total Price of the Apartment/flat, which includes booking amount i.e. 10% of the Total Price of the Apartment/flat, the receipt of which the Developer hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (EIGHT SCHEDULE hereunder written) as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Allottees delays in payment towards any amount, which is payable, the Allottees shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottees shall make all payments and the Developer abiding by the construction milestones, on written demand/e-mail by the Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of **IMPERIAL CONCLAVE PVT. LTD** payable at Kolkata or in the manner mentioned in the said demand/email.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1. The Allottees, 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 Allottees understands and agrees that in the event of any failure on Allottees part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 Developers accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees authorizes the Developer to adjust/appropriate all payments made by the Allottees under any head(s) of dues against lawful outstanding of the Allottees against the Apartment, if any, in the Allottees name and the Allottees undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Developers shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project/Complex with the Authority and towards handing over the Apartment/Flat to the Allottees and the Common Areas to the association of Allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Project/Complex, however will be handed over only upon completion of the Full Project/Complex in due course of time.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottees has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in Annexure - A to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the Part II of the THIRD SCHEDULE hereto and have accepted the same which has been approved by the competent authority, as represented by the Developers. The Developers shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Developers 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 concerned authority(ies) 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 Developers shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the Apartment - The Developers agrees and understands that timely delivery of possession of the Apartment/flat to the Allottees and the Common Areas to the association of Allottees are the essence of the Agreement. The Developers assures to hand over possession of the Apartment along with right to use Common Areas with all specifications, amenities and facilities of the Phase - I of the Project to be in

place from _____ onwards 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 Project/Complex (the "FORCE MAJEURE"). If, however, the completion of the Phase - I in the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Developers 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 Allottees agrees and confirms that, in the event it becomes impossible for the Developers to implement the said Phase - I of the Project/Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottees the entire amount received by the Developer from the allotment within 45 days from that date. The Developers shall intimate to the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that the Allottees shall not have any rights, claims etc. against the Developers and that the Developers shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession - The Developers, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of _____ days from such date (the "NOTICE OF POSSESSION") offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottees to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottees. (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favor of the Allottees shall be executed and registered by the Developers (subject, however, to the Allottees making all payments as mentioned in the EIGHT SCHEDULE hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Developers agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developers. The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottees, as the case maybe after the issuance of the completion certificate for the Phase - I of the Project/Complex. The Developers shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottees at the time of conveyance of the Apartment in favour of the Allottees.

7.3. Possession by the Allottees- After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the Association of Allottees formed in manner provided in the said Act

7.4. Cancellation by Allottees-

The Allottees shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act.

Provided that, where the Allottees proposes to cancel/withdraw from the Project/Complex without any fault of the Developers, the Developers herein shall be entitled to forfeit the Booking Amount (being 10% of the Total Price inclusive of applicable Taxes) paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottees. The balance amount of money paid by the Allottees shall be returned by the Developer to the Allottees within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottees.

Upon withdrawal or cancellation of allotment by the Allottees under this Agreement, the Developers shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottees will stand cancelled. All rights of the Allottees under any allotment letter issued or this Agreement shall also stand terminated.

7.5 Compensation-

The Developer shall compensate the Allottees in case of any loss caused to him due to defective title of the Said Land, on which the Project/Complex 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 Developers fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Phase - I of the Project/Complex, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days

of it becoming due.

Provided That where the Allottees does not intend to withdraw from the Project/Complex, the Developer shall pay the Allottees interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottees within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottees as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the Schedule Property; and the Developer has the requisite rights to carry out development upon the Schedule Property and the Vendors are having absolute, actual, physical and legal possession of the Schedule Property and the Developer is having permissive possession of the Schedule Property for construction and development of the Project;
- (ii) The Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Project;
- (iii) There are no encumbrances upon the Schedule Property or the Project except that the Vendor-Cum-Developer has not taken a loan from any bank/financial institution(s) against security of the Schedule Property and the construction having already been made and/or being made. In case of any loan or financial arrangement, the Vendor-Cum-Developer shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottees to enable the Allottees to take loan from any bank or financial institution for financing the purchase of the Apartment and the Vendor-Cum-Developer further undertakes that the Vendor-Cum-Developer shall cause the said bank(s) to release the Apartment from the mortgage created by the Vendor-Cum-Developer on or before the Vendor-Cum-Developer executing the deed of conveyance of the Apartment in favor of the Allottees and the Allottees will get the title of the Apartment free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule Property and/or Project and/or the Apartment save and except as specifically mentioned, if any, in this Agreement.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and/or the Schedule Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Schedule Property, building, Apartment and Common Areas;
- (vi) The Developer 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 Allottees created herein, may

prejudicially beaffected;

- (vii) The Developer 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 Schedule Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the association of Allottees or the competent authority, as the case may be at the time of completion of entire Project.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer 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 Project to the competent Authorities till the completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the Part - I and Part - II of the THIRD SCHEDULE hereto) have been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be,
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule Property) has been received by or served upon the Developer in respect of the Schedule Property and/or the Project.

9. COVENANTS & RIGHTS OF THE ALLOTTEES:

- 9.1. The Allottees, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Developer as follows:
 - 9.1.1. That the Allottees have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
 - 9.1.2. That, on and from the Possession Date, as mentioned in para 7.1 above, the Allottees shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
 - 9.1.3. That the Common Charges and Expenses shall be

proportionately divided amongst the co- buyers and/or co- occupiers of the Project, in such manner as may be decided by the Developer or the Association, as the case be, from time to time in this regard;

- 9.1.4. That the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case maybe, and performance by the Allottees of all his/her/its obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;
- 9.1.5. That the Allottees shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "OUTGOINGS") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottees shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Developer and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottees shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottees in respect thereof;
- 9.1.6. That the Allottees shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendors and/or the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottees;
- 9.1.7. That the Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;
- 9.1.8. That wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other co- buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments/Flat in the Project;
- 9.1.9. That the Allottees shall use the Apartment/Flat or any part thereof or permit the same to be used only for residential purposes. Further, the Allottees shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.1.10. That the Allottees agrees that the Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project,

and the Allottees agrees to permit the Developer and/or the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 9.1.11. That the Allottees hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottees shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottees shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 9.1.12. That the Allottees hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 9.1.13. That the Allottees hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 9.1.14. That the Allottees hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and
- 9.1.15. That the Allottees hereby accepts, confirms and declares that the covenants of the Allottees as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottees and his/its successors-in-title or interest and that the Allottees shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

10. EVENT OF DEFAULTS AND CONSEQUENCES:

- 10.1. Subject to the Force Majeure clause, the Developers shall be considered under a condition of Default, in the following events:
- (i) The Developer fails to provide ready to move in possession of the Apartment/Flat to the Allottees within the time period specified in para 7.1 or fails to complete the Complex within the stipulated time disclosed at the time of registration of the Complex 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 Developer's business as a developer on account of suspension or revocation of Developer's registration under the provisions of the Act or the Rules or Regulations made thereunder.

10.2. In case of Default by the Developer under the conditions listed above, the Allottees is entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottees stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.
- (iii) Provided that, where the Allottees does not intend to withdraw from the Said Project/Complex or terminate the Agreement, the Allottees shall be paid, by the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottees within 45 (forty five) days of the same becoming due.

10.3. The Allottees shall be considered under condition of Default, on the occurrence of the following events:

- (i) In case the Allottees fails to make payment for two consecutive demands made by the Developer as per the Payment Plan, of any amount due and payable by the Allottees under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottees shall be liable to pay to the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottees.
- (ii) Without prejudice to the right of the Developer to charge interest in terms of Clause 10.3 (i) above, in case of default by the Allottees under Clause 10.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Developers in this regard, the Developers, at its own option, may cancel the allotment of the Apartment in favour of the Allottees and terminate this Agreement and refund the money paid to the Developer by the Allottees after deducting the Booking Amount (being 10% of the Total Price inclusive of applicable taxes) and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developers, and this Agreement and any liability of the

Developers shall thereupon stand terminated.

Provided that, the Developers shall intimate the Allottees about the Developer's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

(iii) On and from the date of refund of the amount as mentioned in Clauses 10.2 and 10.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottees and the Allottees shall have no right, title and/or interest on the said Apartment, the Project/Complex and/or the Said Land or any part or portion thereof, and the Allottees shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the purchaser shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.

(iv) For the avoidance of doubt, it is hereby clarified that the Developers shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottees in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottees (save as provided in this Agreement) or loss in transit.

11. CONVEYANCE OF THE APARTMENT:

The Developer, on receipt of Total Price of the Apartment as per Para 1.2 above and as mentioned in the EIGHT SCHEDULE below from the Allottees by the Developer, shall execute a conveyance deed and convey the title of the Apartment together with right to use proportionate indivisible share in the Common Areas (within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 (three) months from the Date of Completion Certificate) to the Allottees. In case, however, the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Developer to withhold registration of the conveyance deed in favour of the Allottees till payment of stamp duty and registration charges to the Developer is made by the Allottees.

12. MAINTENANCE OF THE APARTMENT/PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association of Allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Complex.

The cost of such maintenance from the date of the Allottees taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottees for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of Allottees, as the case may be,

12.1. INTERIM MAINTENANCE PERIOD:

During the interim maintenance period between obtaining of the completion certificate of Project and formation of the Association the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

12.1.1 The Developer shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

12.1.2. The Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of Phase – I of the Complex and/or the Complex by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottees proportionately for the Apartment.

12.1.3. The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies and staircases, AMC’s etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Complex.

12.1.4. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

12.1.5. After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

12.2 FORMATION OF ASSOCIATION:

12.2.1. The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottees to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottees shall pay the necessary subscription and/or membership amounts, together

with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottees hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottees shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- 12.2.2. Each Apartment/unit in the Complex and/or the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event a Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottees shall only be entitled to become a member of the Association. In the event that the Allottees is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottees shall not be entitled to become a member of the Association.
- 12.2.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Developer and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottees and the Association shall keep each of the Owner and the Developer fully safe, harmless and indemnified in respect thereof.
- 12.2.4 The Allottees agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottees further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottees and the several Co-Buyers of the Complex to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottees and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottees undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottees and/or to replenish any shortfalls caused on account of the Allottees. Further, it is hereby agreed

that the Allottees shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Allottees and the Association shall jointly and severally keep the Developer indemnified for the same.

- 12.2.5 The Allottees acknowledges and agrees to allow the Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottees hereby agrees and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottees hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 12.2.6 The Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Complex. Such payment towards the Sinking Fund shall not absolve the Allottees of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 12.2.7 The Allottees acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.
- 12.2.8 The Allottees expressly agrees and acknowledges that it is obligatory on the part of the Allottees to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Complex.
- 12.2.9 Further, the Allottees agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Developers.
- 12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps

as it may reasonably determine for recovery of the said amounts.

12.2.11 It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Complex as and when the Complex is completed in its entirety shall own in common all common areas, amenities and facilities of the Complex together with all easement rights and appurtenances belonging thereto.

13. 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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the Complex 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, and equipment's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Allottees shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees or caused to be formed for the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1. Subject to Para 14 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at the Allottees own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to 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.

16.2. The Allottees further undertakes, assures and guarantees that the Allottees would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. DEVELOPERS SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT:

The Developers has assured the Allottees that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Developers has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

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

22. 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 Apartment/Complex/Project, as the case maybe.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES:

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

25. WAIVER NO LIMITATION TO ENFORCEMENT:

- 25.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan as mentioned in the EIGHT SCHEDULE hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Developer in the case of one Allottees shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.
- 25.2 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 there after to enforce hand every provision.

26. 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 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WIIEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that allottees have to make any payment in common with other allottees in the Complex the Same shall be the proportion which the carpet area of Apartment bears to the carpet area of all the Apartmen/Flatt in the Complex.

28. FURTHERASSURANCES:

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.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Allottees: _____, and _____, both residing at _____, Post Office: _____, Police Station: _____, District: _____, Pin: _____, State: _____, India

Developer name: **IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower, P.O.+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal.

It shall be the duty of the Allottees and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address all communications and letters posted at the above address shall

be deemed to have been received by the Developer or the Allottees, as the case maybe

31. JOINTALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottees, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for the Apartment, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

33. GOVERNINGLAW:

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

34. NOMINATION BY ALLOTTEES WITHCONSENT:

The Allottees admits and accepts that after the Lock in period and before the execution and registration of conveyance deed of the said Apartment, the Allottees will be entitled to nominate, assign and/or transfer the Allotteesright, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottees to Make DuePayments:

The Allottees shall make payment of all dues, including any interest for delay, to the Developers in terms of this Agreement, up to the time of nomination.

(b) Lock-inPeriod:

The Allottees cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of thisAgreement.

(c) Prior Written Permission and TripartiteAgreement:

In respect of any nomination, the Allottees shall obtain prior permission of the Developer and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottees.

(d) NominationFees:

The Allottees shall pay a sum calculated as a percentage of the Total Price plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint Allottees or change of a joint Allotteesshall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children ofthe Allottees. Any additional income tax liability that may become payable by the Developer due to nomination by

the Allottees because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottees paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottees on or before nomination. The Allottees admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

35. 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 through the adjudicating officer appointed under the Act.

THE SCHEDULE 'A' ABOVE REFERRED TO

[Description of Land]

PART-I

ALL THAT piece and parcel of a demarcated plot of Bastu/Housing Complex land measuring 73 (Seventy Three) Cottah 12 (Twelve) Chittack 1.451 (One point Four Five One) sq.ft. equivalent to 123 decimals be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The plot of land is mentioned below in tabular form and butted & bounded as follows :-

R.S/L.R Dag	L.R Khatian	Nature	Area
47	2712	Bastu(Housing Complex)	6 decimals
48	2906,2907,2908,2909 and 2712	Bastu(Housing Complex)	117 decimals
Total Area			123 decimals

- ON THE NORTH : Cannel.
- ON THE SOUTH : R.S. Dag No. 40 & 44.
- ON THE EAST : 14'6" wide BhatendaKarmakar Para Road.
- ON THE WEST : R.S. Dag No. 45 & 46.

PART-II

(DESCRIPTION OF THE PHASE-I IN THE HOUSING COMPLEX)

ALL THAT PHASE-I named as _____ Block being part of “KWALITY WATERSIDE” Housing Complex situated at partly in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, under Mouza - Bhatenda, J.L. No. 28, which is morefully described in Part-I, hereinbefore mentioned comprised in ___ Nos G+ ___ storied building together with common areas and parts belonging thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

Block No.	Rate of Apartment per Square Feet Rs.
Apartment No. as per Carpet Area
Type -BHK	
Floor -	

Advance Maintenance Charges of Rs./- (plus Tax as applicable) for 12 months shall be payable extra at the time of possession.

Together with the undivided impartible proportionate share in the land and proportionate right over the Common Areas and Portions

THE THIRD SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

PART-I

Foundation, Columns, Beams, Supporting Corridors, Lobbies;

2. Entrance and Exits, Pathways, Driveways;
3. Staircase, Landings;
4. Boundary Walls;
5. Window and Grills in the Common Areas ect.;
6. Electrical Room, Electric Meter for common lighting;
7. Water supplies, water Filtration Plant and its installations;
8. Pumps, its installations and the Pump Room;
9. Transformers and the space for its installations;
10. Shafts, Ducts, electrical wiring for the Common lightning, fittings and its accessories for the Common Area;
11. Drainage, SweragePits, Pipeline and accessories;

12. Security Guard Room/Caretaker Room, Toilets for the Security Guards/Caretakers;
13. Garden or Landscape Area;
14. Community Hall;
15. Gymnasium;
16. Children's Play Area;

PART-II

[Fixture & Fittings]

STRUCTURAL WORKS:

- 1 **STRUCTURE:** Building designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
- 2 **EXTERNAL WALL:** 8" thick brick wall and plastered with cement mortar.
- 3 **INTERNAL WALL:** 5"/ 3" thick brick wall and plastered with cement mortar.
- 4 **FLOORING:** Flooring is of Marble/Floor Tiles / cementing.
- 5 **BATHROOM:** Bath room fitted upto door height with white glazed tiles of standard brand.
- 6 **KITCHEN:** Cooking platform and sink with tap.
- 7 **TOILET:** Toilet of Indian type/commode, all with PVC Cistern and one wash basin toilet .All fittings are in standard type.
- 8 **DOORS:** All Doors are wooden frame & flush doors .Standard lock and peep hole on main entrance door.
- 9 **WINDOWS:** Aluminum channel window with full glass panel and good quality grill will be provided in the windows.
- 10 **WATER SUPPLY:** Water supply around the clock is assured for which necessary Submersible Pump will be installed.
- 11 **PLUMBING:** Toilet Concealed wiring with two bibcock, one shower in toilet, all fittings are standard quality.

ELECTRICAL WORKS:

- 1 Full concealed wiring with copper wire.
- 2 In Bed Room: two light points, only one 5 amp plug, one fan point
- 3 Living /Dining Room: two light points ,one fan points, one 15 amp plug points , one 5 amp plug point, (as per required location)
- 4 Kitchen: One light point, one exhaust fan point and one 15 amp plug point.
- 5 Toilet: One light point, one exhaust fan point, one Geyser point in one toilet.
- 6 Varandah: One light point and one 5 amp plug point.
- 7 One light point at main Entrance.
- 8 Calling bell: Calling bell points at the main Entrance.

PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with white primer.

EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

THE FOURTH SCHEDULE BOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.

5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
6. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
8. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the purchaser]

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat & covered car parking space of the building/complex :

The common areas and amenities as described in the THIRD Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & covered car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to

maintain the floor of the said flat & covered car parking space, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at her own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating her name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Right to park one small sized car/two wheeler in the covered car parking space without disturbing the other car parking space owners of the building. The car owner will be bound to accommodate his/her car with other car owners as and when needed.

Obligations :

The purchaser shall not store any inflammable and/or combustible articles in the said flat & covered car parking space, but excluding items used in kitchen and personal purpose.

The purchaser shall not store any rubbish or any other things in the stair case and not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building/complex.

The purchaser shall not make any additions and alterations in the property, whereby the main building/complex may be damaged, but the purchaser shall be entitled to erect wooden partition only in the said flat for the purpose of her requirement.

The purchaser shall also pay her proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

The purchaser will not allow to construct any kind of partition in the said car parking space.

The purchaser will not fix and/or construct any shed/shutter over the open space of the said covered car parking space.

The purchaser use the said covered car parking space as it is condition as the developer constructed in the said building.

The purchaser must allow the other car parking space owners for free access or free moving of his/her/their car in the building/complex.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.

3. The right of protection for other parts of the building/complex by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in case of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the Apartments/flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building/complex under West Bengal Ownership Apartment Act, 1972.
Upon the purchaser fulfilling her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.
2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchaser or otherwise after adjusting all amounts remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

THE EIGHT SCHEDULE ABOVE REFERRED TO

Payment Plan

"KWALITY WATERSIDE " - C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, under Mouza - Bhatenda, J.L. No. 28, which is morefully described in Part-I		
Payment Schedule and Terms & Conditions		
FLAT CHARGES		
Sale Consideration	Rs.	
Rate	Rs...../- per Sq. Ft. (On Carpet Area Basis)	
PAYMENT SCHEDULE		
Sl.	Particulars	BSP + PLC + Parking + IDC + Legal + Club + Applicable GST
1	On Application	Rs./-
2	On Agreement, within 21 days of application (less Application money)%
3	Within next 21 days of execution of Sale Agreement%
4	On completion of Piling%
5	On completion of Foundation%
6	On completion of Ground floor casting%
7	On completion of First floor casting%
8	On completion of Second floor casting%
9	On completion of Third floor casting%
10	On completion of Fourth floor casting%
11	On completion of Brickwork%
12	On completion of Flooring%
13	On Possession%
Total >>		100%

Advance Maintenance Charges of Rs./- (plus Tax as applicable) for 12 months shall be payable extra at the time of possession.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Gayatri Rungta
For self & As Constituted Attorney
Imperial Conclave Pvt Ltd
Gayatri Rungta
AmrishPrashadRungta
Kolkata Niketan Pvt Ltd
KwalityRealtech Pvt Ltd.

Landowners/Vendors

2.

Developer

Allottee

Drafted By

***Arnab Saha
Ghosh &Saha Law Firm
Advocate, District Judges Court, Barasat
Reg-F/1873/2016***

MEMO OF CONSIDERATION

Received on or before executing of this present Agreement, a sum of Rs. (Rupees only) as part of the total consideration of the Said Property morefully mentioned in the Second Schedule herein above written, from the above named Purchaser, as per Money Receipt given to the Purchaser.

Date	Bank & Branch	DD/Cheque no/IMPS	Amount
Total			

Witnesses :-

1.

DEVELOPER

2.