

Ref no. RBL/18-19/VENTOSO/057

Date: <<<Printdate>>>

<<<Customeraddress>>>

Email: <<<email>>>

Mob: <<<mobilenono>>>

ALLOTMENT LETTER

Sub : Provisional Allotment of Unit No. <<<Unitname>>> on the <<<Floor>>> having a Carpet area being <<<Area4>>> Sq.Ft. in the project "RISHI Ventoso" being developed by you at Municipal Holding No. 31 Jessore Road (North), Pin-700129 Madhyamgram, North 24 - Parganas, West Bengal, India with ____ Open/Covered/Basement car park and ____ Two-wheeler Parking Facility. ("Apartment")

Dear Sir,

Please refer to the application for allotment of the aforesaid flat made by you on ____.

We are pleased to provisionally allot you the Apartment on and subject to the Terms and Conditions as contained in and annexed to the Application Form. The Consideration for transfer of the Apartment shall be Rs. _____ payable by you as per the Payment Schedule for the Price mentioned in Part III & IV of Annexure II of the said Application form. You shall be bound to observe, fulfil and perform of all requirements, conditions and the Terms and Conditions contained in and annexed to the Application Form submitted by you in the manner and within the time stipulated thereof, which please note.

Welcome to the family of Rishi Ventoso.

Thanking you,
Yours truly,

For RISHINOX BUILDWELL LLP

Authorized Signatory

Enclosed: Demand Letter

CC: <<<brokername>>>

DRAFT FOR APPROVAL

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____(Month), 20__.

By and Between

VENDORS¹:

(1) RISHI TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Police Station and Post Office Shakespeare Sarani, having PAN: AAFCR4754E, **(2) ASAL DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8753E, **(3) ATITHI TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8752F, **(4) NIKHIL VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AADCN4829L, **(5) ORANGESKY DEALERS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AABCO5419R, **(6) POWERFUL TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAGCP2158M, **(7) ACTUAL COMMODEAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8581E, **(8) LIFEMAKE REAL ESTATES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1,Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AACCL5844J, **(9) NIRMALKUNJ DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1,Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AAECN5028J and **(10) LOOKLIKE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AACCL5843R hereinafter referred to as the “**Vendors**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns) of the **FIRST PART**;

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

AND

RISHINOX BUILDWELL LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Unit 306, DLF Galleria, New Town, Rajarhat, Police Station Newtown, Post Office Rajarhat, Kolkata-700156 (PAN AAVFR1692Q), represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide Board resolution dated _____;² hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Purchaser is a partnership]

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

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

^{2 2} Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **THIRD PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

AND

_____ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at _____ and represented by _____ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:**

***{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

The Vendors, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. Definitions - For the purpose of this Deed 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 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

II. WHEREAS:

- A. The Vendors became the absolute and lawful owner of lands admeasuring 1 Acre or 100 Satak more or less situate lying and being entire L.R. Dag No. 2218 (formerly R.S. Dag No. 837 recorded in R.S. Khatian No. 412) containing an area of 23 satak and the demarcated portion containing an area of 77 satak of L. R. Dag No. 2219 (measuring 193 satak) (formerly R.S. Dag

No. 833 recorded in R.S. Khatian No. 1499) both recorded in L.R. Khatian Nos. 10345, 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937 and 9938 in Mouza Udayrajpur, J. L. No. 43, Touzi No. 146, Additional District Sub-Registrar, Barasat under Police Station Barasat, Municipal Holding/Premises Nos.31, 31/2, 31/3, 31/4, 31/5, 31/6, 31/7, 31/8, 31/9 and 31/10 Jessore Road (North) {now amalgamated as Municipal Holding No. 31 Jessore Road (North)}, Pin-700129 within Ward No. 12 of the Madhyamgram Municipality in the District of North 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Vendors and the Promoter have entered into a development agreement dated 30th May 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2018, pages 235521 to 235564 being No. 190405720 for the year 2018 as supplemented by a Declaration dated _____

- B. The said Land has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project is known as Rishi Ventoso ("**Project**").
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Madhyamgram Municipality and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**.
- F. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent

apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.
3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. POSSESSION OF THE APARTMENT/PLOT: The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.

7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handover the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. **USAGE: Use of Basement and Service Areas:** The basement(s) and service areas if any located within Rishi Ventoso are ear-marked 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.
- 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. ENTIRE CONTRACT: This Deed, along with its schedules, shall henceforth constitute 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 Designated Apartment.
16. PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. WAIVER NOT A LIMITATION TO ENFORCE: Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

18. SEVERABILITY: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at _____
22. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
23. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
24. OTHER TERMS AND CONDITIONS : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. **SAID LAND: ALL THAT** the piece and parcel of land containing an area of 1 Acre or 100 Satak more or less situate lying and being entire L.R. Dag No. 2218 (formerly R.S. Dag No. 837 recorded in R.S. Khatian No. 412) containing an area of 23 satak and the demarcated portion containing an area of 77 satak of L. R. Dag No. 2219 (measuring 193 satak) (formerly R.S. Dag No. 833 recorded in R.S. Khatian No. 1499) both recorded in L.R. Khatian Nos. 10345, 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937 and 9938 in Mouza Udayrajpur, J. L. No. 43, Touzi No. 146, Additional District Sub-Registrar, Barasat under Police Station Barasat, Municipal Holding/Premises Nos.31, 31/2, 31/3, 31/4, 31/5, 31/6, 31/7, 31/8, 31/9 and 31/10 Jessore Road (North), {now amalgamated as Municipal Holding No. 31 Jessore Road (North)} Pin-700129 within Ward No. 12 of the Madhyamgram Municipality in the District of North 24 Parganas and butted and bounded as follows:-
 - 1.1.1 On the **North** : Partly by portion of R.S Dag No. 831 and partly by R.S. Dag No. 833;
 - 1.1.2 On the **South** : Partly by R.S. Dag Nos. 835, 836 and 838 and partly by 10 feet wide Hemanta Basu Sarani Bye-lane;
 - 1.1.3 On the **East** : Partly by R.S. Dag No. 836 and partly by Jessore Road; and
 - 1.1.4 On the **West** : Partly by portion of each of R.S. Dag Nos.831 and 840.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1. By virtue of a Deed of Partition dated 13th June 1955 made amongst one Ashutosh Bhattacharya as First Party of the First Part, Fani Bhusan Bhattacharya as Second Party of the Second Part, Dwijendra Lal Bhattacharya as Third Party of the Third Part and Sachindra Nath Bhattacharya and Smrititanu Bhattacharya as Fourth Party of the Fourth Part and registered with the Sub Registrar, Barasat in Book No. I Volume No. 59 Pages 80 to 92 Being No.5037 for the year 1955, the said Ashutosh Bhattacharya and Fani Bhusan Bhattacharya were exclusively allotted, amongst other properties, All That the piece or parcel of land containing an area of 77 Sataks more or less comprised in R.S Dag No.833 recorded in R.S. Khatian No. 1499 in Mouza Udayrajpur, J.L. No. 43, Police Station Barasat in the District of North 24 Parganas, hereinafter referred to as “the **Dag 833 Property**”, absolutely and forever.
2. By a Sale Deed dated 8th July 1960 and registered with Sub-Registrar, Barasat in Book I Volume No. 84 Pages 170 to 172 Being No.8234 for the year 1960, one Beshlal Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Krishna Pada Mukhoti **ALL THAT** the piece or parcel of land containing an area of 23 Sataks more or less comprised in entire R.S Dag No.837 recorded in R.S. Khatian No. 412 in Mouza Udayrajpur, J.L. No. 43, Police Station Barasat in the District of North 24 Parganas hereinafter referred to as “the **Dag 837 Property**”, absolutely and forever.

3. By a Sale Deed dated 18th January 1961 and registered with District Registrar, 24 Parganas in Book I Volume No. 16 Pages 83 to 94 Being No.127 for the year 1961, the said Ashutosh Bhattacharya and Fani Bhusan Bhattacharya sold conveyed and transferred to Subodh Kumar Sur Roy, amongst other properties, their entire part or share of and in the Dag 833 property, save and except 12 chittacks more or less on the north eastern corner, absolutely and forever.
4. By a Sale Deed dated 18th January 1961 and registered with District Registrar, 24 Parganas in Book I Volume No. 17 Pages 19 to 25 Being No.128 for the year 1961, the said Krishan Pada Mukhoti for the consideration therein mentioned sold conveyed and transferred unto and to the said Subodh Kumar Sur Roy **ALL THAT** the Dag 837 Property, absolutely and forever.
5. By a Sale Deed dated 25th February 1965 and registered with Registrar of Assurances, Calcutta in Book I Volume No. 50 Pages 83 to 104 Being No.1217 for the year 1965, the said Subodh Kumar Sur Roy for the consideration therein mentioned sold conveyed and transferred unto and to one Deokishan Mohta, Sita Devi Mohta, Prahalad Das Mohta, Hari Kishan Mohta and Raj Kumar Mohta, amongst other properties, **ALL THOSE firstly** the piece and parcel of land containing an area of 195.5 Satak more or less out of the divided and demarcated portion of R.S. Dag No. 833 and **Secondly** the entire Dag 837 Property in the following shares, absolutely and forever:-
 - a. The said Deokishan Mohta purchased 3/9 undivided share;
 - b. The said Sita Devi Mohta purchased 3/9 undivided share;
 - c. The said Prahalad Das Mohta purchased 1/9 undivided share;
 - d. The said Hari Kishan Mohta purchased 1/9 undivided share;
 - e. The said Raj Kumar Mohta purchased 1/9 undivided share.
6. Out of the properties purchased by the said Deokishan Mohta, Sita Devi Mohta, Prahalad Das Mohta, Hari Kishan Mohta and Raj Kumar Mohta, they had by the following 5 (five) Sale Deeds all registered with the Additional Registrar of Assurances-II, Kolkata and for the consideration therein respectively mentioned sold conveyed and transferred unto and to one J.V.Poly Plast Private Limited their entire right title and interest in, the Dag 833 Property and the Dag 837 Property, absolutely and forever:-
 - (i) Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 27 to 42 Being No.1820 for the year 2001 executed by the said Raj Kumar Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - (ii) Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 43 to 57 Being No.1821 for the year 2001 executed by the said Sita Devi Mohta in

respect of her entire 3/9th undivided part or share in Dag 833 Property and the Dag 837 Property.

- (iii) Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 58 to 73 Being No.1822 for the year 2001 executed by the said Prahlad Das Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - (iv) Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 74 to 89 Being No.1823 for the year 2001 executed by the said Hari Kishan Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - (v) Sale Deed 10th December 1996 and registered in Book I CD Volume No. 49 Pages 90 to 105 Being No.1824 for the year 2001 executed by the said Deokishan Mohta in respect of his entire 3/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
7. The said R.S. Dag No. 833 was renumbered as L.R. Dag No. 2219 and the said R.S. Dag No. 837 was renumbered as L.R. Dag No. 2218 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.
8. Pursuant to the purchase as aforesaid, the said J.V.Poly Plast Private Limited caused to be mutated its name in respect of the Dag 833 Property and the Dag 837 Property as owner in the records of the Madhyamgram Municipality.
9. By the following 20 (twenty) Sale Deeds all registered with the Additional Registrar of Assurances-II, Kolkata, the said J.V. Poly Plast Private Limited for the considerations therein respectively mentioned, sold conveyed and transferred unto and to one Royal Touch Fablon Private Limited, Armstrong Packagings Private Limited, Taranagar Investment Company Limited, Jaivardhan Kandoi, Prakash Kandoi, Mani Devi Kandoi, Renu Devi Kandoi, Pushpa Devi Kandoi, Maitreyi Kandoi and Vikash Kandoi, All That the Dag 833 Property and the Dag 837 Property, absolutely and forever as follows:-
- a. By a Sale Deed dated 6th June 2014 (incorrectly mentioned as 6th June 2013) and registered in Book I CD Volume No. 34 Pages 278 to 294 Being No.7088 for the year 2014, Prakash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - b. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No. 35 Pages 4345 to 4361 Being No.7489 for the year 2014, Maitreyi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - c. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No.35 Pages 4413 to 4429 Being No. 7493 for the year 2014, Vikash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.

- d. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No.35 Pages 4447 to 4463 Being No. 7495 for the year 2014, Prakash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- e. By a Sale Deed dated 18th June 2014 (incorrectly mentioned as 18th June 2013) and registered in Book I CD Volume No.36 Pages 3999 to 4015 Being No. 7669 for the year 2014, Maitreyi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- f. By a Sale Deed dated 18th June 2014 (incorrectly mentioned as 18th June 2013) and registered in Book I CD Volume No.36 Pages 4044 to 4060 Being No. 7672 for the year 2014, Vikash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- g. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 385 to 401 Being No. 7095 for the year 2014, Mani Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- h. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 295 to 311 Being No. 7089 for the year 2014, Jaivardhan Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- i. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 312 to 328 Being No. 7090 for the year 2014, Royal Touch Fablon Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- j. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 402 to 418 Being No. 7096 for the year 2014, the said Renu Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- k. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2766 to 2782 Being No. 7213 for the year 2014, Mani Devi Kandoi herein purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- l. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2749 to 2765 Being No. 7212 for the year 2014, Armstrong Packagings Private

Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.

- m. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2836 to 2852 Being No. 7215 for the year 2014, the said Renu Devi Kandoi, purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- n. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2853 to 2869 Being No. 7216 for the year 2014, Pushpa Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- o. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 3214 to 3230 Being No. 7217 for the year 2014, Jaivardhan Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- p. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4362 to 4378 Being No. 7490 for the year 2014, Armstrong Packagings Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- q. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4379 to 4395 Being No. 7491 for the year 2014, Pushpa Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- r. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4396 to 4412 Being No. 7492 for the year 2014, Taranagar Investment Company Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- s. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4430 to 4446 Being No. 7494 for the year 2014, Royal Touch Fablon Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- t. By a Sale Deed dated 18th June 2014 and registered in Book I CD Volume No.36 Pages 4061 to 4077 Being No. 7673 for the year 2014, Taranagar Investment Company Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85

Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.

u. Certain errors in the 20 sale deeds mentioned in sub clauses a. to t. of clause 9 above were rectified, by the said J.V. Poly Plast Private Limited by recording and registering 20 Declarations all dated 31st March 2018 as follows:

- (i) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143892 to 143904 Being No. 190403464 for the year 2018.
- (ii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143771 to 143783 Being No. 190403447 for the year 2018.
- (iii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149176 to 149188 Being No. 190403503 for the year 2018.
- (iv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143837 to 143850 Being No. 190403449 for the year 2018.
- (v) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143731 to 143743 Being No. 190403445 for the year 2018.
- (vi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149163 to 149175 Being No. 190403502 for the year 2018.
- (vii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143878 to 143891 Being No. 190403453 for the year 2018.
- (viii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149237 to 149250 Being No. 190403450 for the year 2018.
- (ix) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143864 to 143877 Being No. 190403452 for the year 2018.
- (x) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143823 to 143836 Being No. 190403451 for the year 2018.
- (xi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143757 to 143770 Being No. 190403454 for the year 2018.
- (xii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143905 to 143917 Being No. 190403455 for the year 2018.

- (xiii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143918 to 143930 Being No. 190403456 for the year 2018.
 - (xiv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143851 to 143863 Being No. 190403457 for the year 2018.
 - (xv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143931 to 143943 Being No. 190403458 for the year 2018.
 - (xvi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143944 to 143956 Being No. 190403459 for the year 2018.
 - (xvii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143797 to 143809 Being No. 190403460 for the year 2018.
 - (xviii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143810 to 143822 Being No. 190403461 for the year 2018.
 - (xix) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143662 to 143674 Being No. 190403462 for the year 2018.
 - (xx) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143744 to 143756 Being No. 190403463 for the year 2018.
10. By the following 2 (two) Deed of Gifts both dated 30th December 2015 and registered with Additional Registrar of Assurances-IV, Kolkata, the said Renu Devi Kandoi out of her natural love and affection towards her daughter namely Nidhi Goenka granted conveyed and transferred by way of gift to her All That her entire right title and interest of and in the Said Land, absolutely and forever:
- (i) By a Gift Deed registered in Book I Volume No.1904-2016 Pages 15545 to 15569 Being No. 190400345 for the year 2016 in respect of **ALL THAT** land containing an area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the said Land; and
 - (ii) By a Gift Deed registered in Book I Volume No.1904-2016 Pages 2255 to 2278 Being No. 190403326 for the year 2015 in respect of **ALL THAT** land containing an area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the said Land.
11. The Royal Touch Fablon Private Limited, Armstrong Packagings Private Limited, Taranagar Investment Company Limited, Jaivardhan Kandoi, Prakash Kandoi, Mani Devi Kandoi, Nidhi Goenka, Pushpa Devi Kandoi, Maitreyi Kandoi and Vikash Kandoi (hereinafter referred to as “the **Erstwhile Vendors**”) caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said Land under

L.R. Khatian Nos. 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937, 9938 and 10345 and have also caused to be mutated their names in the records of Madhyamgram Municipality in respect of the said Land.

12. By the following two Sale Deeds, the said Erstwhile Vendors for the considerations therein respectively mentioned, sold conveyed and transferred unto and to the Vendors herein All That the Said Land, absolutely and forever as follows:-
 - a. By a Sale Deed dated 31st March 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 150156 to 150220 Being No. 190403467 for the year 2018 in continuation to an agreement for sale dated 28th February 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 125056 to 125126 Being No. 190402710 for the year 2018, the Vendors herein purchased **ALL THAT** piece and parcel of land containing a land area of 67 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 23 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - b. By a Sale Deed dated 13th April 2018 and registered with Additional District Sub-Registrar, Barasat in Book I Volume No. 1503-2018 Pages 78857 to 78946 Being No. 150302530 for the year 2018 in continuation to an agreement for sale dated 9th March 2018 and registered with Additional District Sub-Registrar Barasat in Book I Volume No. 1503-2018 Pages 67595 to 67693 Being No. 150302167 for the year 2018, the Vendors herein purchased **ALL THAT** piece and parcel of land containing a land area of 10 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) out of the Said Land.
13. By the Development Agreement the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-
 - i. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors and the Promoter in the ratio of 22%:78% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - ii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall separately pay to the Vendors the share of the Vendors in the same.
 - iii. The Vendors would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
14. The plans for construction of the Buildings at the Project has been sanctioned by the Madhyamgram Municipality vide Building Plan/Permit No. COM – 60/MM/2018-2019 dated 05/09/2018.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
 - 1.2 "Co-owners" shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Madhyamgram Municipality vide Building Permit No. COM – 60/MM/2018-2019 dated 05/09/2018
 - 1.4 "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 3 The Project shall bear the name "**Rishi Ventoso**" or such other name as be decided by the Promoter from time to time. The Blocks '1', '2', '3' and '4' shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT: ALL THAT** the flat being Unit No. _____ containing a carpet area of ____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the __ floor of the Tower __ of the Project at the said premises.

2. PARKING: _____

3. OPEN TERRACE: _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.

- b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

1.1 Common Areas at the said Building:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) Two Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Septic Tank
- (viii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (ix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

1.2 Common Areas at the Project:

- (i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (v) Underground water reservoir
- (vi) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Club Facility in terms of clause 2 below:.
- (x) Boundary wall and gate and Security Gate House
- (xi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

2.Club Membership And Facility: The Promoter proposes to erect, install and/or make available certain facilities as hereinafter mentioned (hereinafter referred to as “the Club Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

- 1. .Infinity Splash Pool with with first time installation OF Jacuzzi and Kids Pool & changing rooms
- 2. Faux Green Roof with Sitting Area/Adda Zone

3. Open Air Mini Amphitheatre
4. Wooden Terrace Deck for Meditation Zone Water Feature
5. Senior citizen's area- on rooftop
6. Gym with first time installation of equipments, airconditioner and piped music system.
7. Community hall with first time installation of airconditioners and music system
8. Indoor Games Room with first time installation of initial equipments for indoor games, piped music system and airconditioners
9. Children Play Area with first time installation of airconditioners
10. Toddler Play area with first time installation of equipments

FACILITIES

1. 24 hrs. Water Supply
2. CCTV with Central Security Surveillance
3. Gated Community – Well trained Security Personnel/ Guards at Strategic Points
4. Intercom Connectivity within Intra flats, Club, Block Lobby & Security kiosks
5. Modern Residential Fire Fighting system with Sprinklers & Smoke Detectors as per norms
6. 24/7 Generator/Power Back up for all common areas & services
7. Generator/Power back up for Flats – 2BHK-750 W & 3 BHK-1000W
8. Service Toilets for Housekeeping, Facility Management, Staffs etc
9. Each building would be equipped with a Passenger & Stretcher lift. All Lifts of Reputed make.
10. Well decorated Ground floor Lobby
11. Dedicated Wardrobe space in flats
12. Podium, Ground & Basement Level Car park

2.1 The Purchaser shall be liable to pay the charges for use of the Club Facility as may be prescribed by the Maintenance In-Charge and comply with the House Rules as applicable and also those as may be framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Association from time to time for use of the Community Hall for his private functions or ceremonies if the request for such use made by the Purchaser are, in consonance with the applicable rules and regulations.

2.2 The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the Club Facility, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1

(HOUSE RULES)

HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

4. In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:
 - (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.
5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any

additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
24. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Madhyamgram Municipality, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc..) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
29. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer,

compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

30. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Madhyamgram Municipality, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and and proportionately in case the same relates to the Building or the said Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.____.00 (Rupees ____) only per Square foot per month of the Unit Area for CAM of _____ square feet. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (vi) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the

aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 1.1 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.
- 1.2 The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 1.3 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 1.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 1.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

Common Expenses shall include the following ("Common Expenses"):

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

DRAFT FOR APPROVAL

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), 20____.

By and Between

RISHINOX BUILDWELL LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Unit 306, DLF Galleria, New Town, Rajarhat, Police Station Newtown, Post Office Rajarhat, Kolkata-700156 (PAN AAVFR1692Q); represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

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

AND

(1) RISHI TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Police Station and Post Office Shakespeare Sarani, having PAN: AAFCR4754E, **(2) ASAL DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8753E, **(3) ATITHI TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8752F, **(4) NIKHIL VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AADCN4829L, **(5) ORANGESKY DEALERS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AABCO5419R, **(6) POWERFUL TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAGCP2158M, **(7) ACTUAL COMMODEAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16A Shakespeare Sarani New B.K. Market Fifth Floor, Kolkata-700071, Post Office and Police Station Shakespeare Sarani, having PAN: AAJCA8581E, **(8) LIFEMAKE REAL ESTATES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AACCL5844J, **(9) NIRMALKUNJ DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AAECN5028J and **(10) LOOKLIKE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, Old Court house corner, Tobacco House, 1st Floor, Room No-104, Kolkata-700001, Post Office G.P.O, Police Station Hare Street, having PAN: AACCL5843R all Vendors (1) to (10) represented by their Constituted Attorney _____; hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns)

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

- I. **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.

WHEREAS:

- A. The Owners are the full and lawful owners of lands admeasuring 1 Acre or 100 Satak more or less situate lying and being entire L.R. Dag No. 2218 (formerly R.S. Dag No. 837 recorded in R.S. Khatian No. 412) containing an area of 23 satak and the demarcated portion containing an area of 77 satak of L. R. Dag No. 2219 (measuring 193 satak) (formerly R.S. Dag No. 833 recorded in R.S. Khatian No. 1499) both recorded in L.R. Khatian Nos. 10345, 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937 and 9938 in Mouza Udayrajpur, J. L. No. 43, Touzi No. 146, Additional District Sub-Registrar, Barasat under Police Station Barasat, Municipal Holding/Premises Nos.31, 31/2, 31/3, 31/4, 31/5, 31/6, 31/7, 31/8, 31/9 and 31/10 Jessore Road (North) {now amalgamated as Municipal Holding No. 31 Jessore Road (North)}, Pin-700129 within Ward No. 12 of the Madhyamgram Municipality in the District of North 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the Promoter have entered into a joint development agreement dated 30th May 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2018, pages 235521 to 235564 being No. 190405720 for the year 2018 as supplemented by a Declaration dated 08.08.2018
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Rishi Ventoso** ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. Notice of commencement under the Municipal Rules was submitted vide letter dated 05.09.2018 by Architect of the Project intimating the date of commencement as 05.09.2018
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Madhyamgram Municipality. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

- G. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.
- II NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.
- 1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only and Taxes of Rs. _____ ("**Total Price**") (Give break up and description):

Block/Building/Tower No. _____	Rate of Apartment per square feet. *
Unit No. _____	

Type _____	
Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking -1	
Parking – 2	
Consolidated Price (in rupees) without Taxes	
Other Charges	
Club Membership	
Advance Maintenance	
Generator/DG Charges	
Association Formation Charges	
Municipal Sale Permission Fee	
Maintenance Corpus Deposit	
Taxes (The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates)	
Total Price in Rupees	Sum total of Consolidated Price, Taxes

Explanation:

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

Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act

or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as per State Bank of India Prime Lending rate plus two percent pper annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
 - (i) The Allottee shall have exclusive ownership of the Designated Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed

specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

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

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being part payment towards the Total Price of the Designated Apartment until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of _____ payable at _____. The Owner and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Madhyamgram Municipality Building Bye-Law In concurrence with the West Bengal Municipal (Building) Rules, 2007 & The West Bengal Municipal Act 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided

under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within November 2023 with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other

documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

- 7.4 Possession by the Allottee** - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from M/s Rollon Investments Private Limited_ for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion

certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in 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 completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate* to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

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

Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

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

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated 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.

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas if any located within Rishi Ventoso shall be ear-marked 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

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

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or

maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient, at their respective addresses specified below :

_____ Name of Allottee

_____ (Allottee Address)

_____ (email id of Allottee)

RISHINOX BUILDWELL LLP -Promoter Name

306, DLF Galleria, New Town, Rajarhat, Kolkata-700156 (Promoter Address)

_____ (email id of Promoter with Attention to Mr. _____)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IV. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

– PLEASE INSERT DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of ____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the __ floor of the Tower __ of the Project at the said Land.

2 **PARKING:** _____

2.1 **OPEN TERRACE:** _____

2.2 **SERVANT QUARTER:** _____

3 **SAID LAND:**

3.1 **ALL THAT** the piece and parcel of land containing an area of 1 Acre or 100 Satak more or less situate lying and being entire L.R. Dag No. 2218 (formerly R.S. Dag No. 837 recorded in R.S. Khatian No. 412) containing an area of 23 satak and the demarcated portion containing an area of 77 satak of L. R. Dag No. 2219 (measuring 193 satak) (formerly R.S. Dag No. 833 recorded in R.S. Khatian No. 1499) both recorded in L.R. Khatian Nos. 10345, 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937 and 9938 in Mouza Udayrajpur, J. L. No. 43, Touzi No. 146, Additional District Sub-Registrar, Barasat under Police Station Barasat, Municipal Holding/Premises Nos.31, 31/2, 31/3, 31/4, 31/5, 31/6, 31/7, 31/8, 31/9 and 31/10 Jessore Road (North) {now amalgamated as Municipal Holding No. 31 Jessore Road (North)}, Pin-700129 within Ward No. 12 of the Madhyamgram Municipality in the District of North 24 Parganas and butted and bounded as follows:-

- (i) On the **North** : Partly by portion of R.S Dag No. 831 and partly by R.S. Dag No. 833;
- (ii) On the **South** : Partly by R.S. Dag Nos. 835, 836 and 838 and partly by 10 feet wide Hemanta Basu Sarani Bye-lane;
- (iii) On the **East** : Partly by R.S. Dag No. 836 and partly by Jessore Road; and
- (iv) On the **West** : Partly by portion of each of R.S. Dag Nos.831 and 840.

3.1.1 **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1. By virtue of a Deed of Partition dated 13th June 1955 made amongst one Ashutosh Bhattacharya as First Party of the First Part, Fani Bhusan Bhattacharya as Second Party of the Second Part, Dwijendra Lal Bhattacharya as Third Party of the Third Part and Sachindra Nath Bhattacharya and Smrititanu Bhattacharya as Fourth Party of the Fourth Part and registered with the Sub Registrar, Barasat in Book No. I Volume No. 59 Pages 80 to 92 Being No.5037 for the year 1955, the said Ashutosh Bhattacharya and Fani Bhusan Bhattacharya were exclusively allotted, amongst other properties, All That the piece or parcel of land containing an area of 77 Sataks more or less comprised in R.S Dag No.833 recorded in R.S. Khatian No. 1499 in Mouza Udayrajpur, J.L. No. 43, Police Station Barasat in the District of North 24 Parganas, hereinafter referred to as “the **Dag 833 Property**”, absolutely and forever.
2. By a Sale Deed dated 8th July 1960 and registered with Sub-Registrar, Barasat in Book I Volume No. 84 Pages 170 to 172 Being No.8234 for the year 1960, one Beshlal Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Krishna Pada Mukhoti **ALL THAT** the piece or parcel of land containing an area of 23 Sataks more or less comprised in entire R.S Dag No.837 recorded in R.S. Khatian No. 412 in Mouza Udayrajpur, J.L. No. 43, Police Station Barasat in the District of North 24 Parganas hereinafter referred to as “the **Dag 837 Property**”, absolutely and forever.
3. By a Sale Deed dated 18th January 1961 and registered with District Registrar, 24 Parganas in Book I Volume No. 16 Pages 83 to 94 Being No.127 for the year 1961, the said Ashutosh Bhattacharya and Fani Bhusan Bhattacharya sold conveyed and transferred to Subodh Kumar Sur Roy, amongst other properties, their entire part or share of and in the Dag 833 property, save and except 12 chittacks more or less on the north eastern corner, absolutely and forever.
4. By a Sale Deed dated 18th January 1961 and registered with District Registrar, 24 Parganas in Book I Volume No. 17 Pages 19 to 25 Being No.128 for the year 1961, the said Krishan Pada Mukhoti for the consideration therein mentioned sold conveyed and transferred unto and to the said Subodh Kumar Sur Roy **ALL THAT** the Dag 837 Property, absolutely and forever.
5. By a Sale Deed dated 25th February 1965 and registered with Registrar of Assurances, Calcutta in Book I Volume No. 50 Pages 83 to 104 Being No.1217 for the year 1965, the said Subodh Kumar Sur Roy for the consideration therein mentioned sold conveyed and transferred unto and to one Deekishan Mohta, Sita Devi Mohta, Prahalad Das Mohta, Hari Kishan Mohta and Raj Kumar Mohta, amongst other properties, **ALL THOSE firstly** the piece and parcel of land containing an area of 195.5

Satak more or less out of the divided and demarcated portion of R.S. Dag No. 833 and **Secondly** the entire Dag 837 Property in the following shares, absolutely and forever:-

- a. The said Deekishan Mohta purchased 3/9 undivided share;
 - b. The said Sita Devi Mohta purchased 3/9 undivided share;
 - c. The said Prahalad Das Mohta purchased 1/9 undivided share;
 - d. The said Hari Kishan Mohta purchased 1/9 undivided share;
 - e. The said Raj Kumar Mohta purchased 1/9 undivided share.
6. Out of the properties purchased by the said Deekishan Mohta, Sita Devi Mohta, Prahalad Das Mohta, Hari Kishan Mohta and Raj Kumar Mohta, they had by the following 5 (five) Sale Deeds all registered with the Additional Registrar of Assurances-II, Kolkata and for the consideration therein respectively mentioned sold conveyed and transferred unto and to one J.V.Poly Plast Private Limited their entire right title and interest in, the Dag 833 Property and the Dag 837 Property, absolutely and forever:-
- a. Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 27 to 42 Being No.1820 for the year 2001 executed by the said Raj Kumar Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - b. Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 43 to 57 Being No.1821 for the year 2001 executed by the said Sita Devi Mohta in respect of her entire 3/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - c. Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 58 to 73 Being No.1822 for the year 2001 executed by the said Prahalad Das Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - d. Sale Deed dated 8th October 1996 and registered in Book I CD Volume No. 49 Pages 74 to 89 Being No.1823 for the year 2001 executed by the said Hari Kishan Mohta in respect of his entire 1/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
 - e. Sale Deed 10th December 1996 and registered in Book I CD Volume No. 49 Pages 90 to 105 Being No.1824 for the year 2001 executed by the said Deekishan Mohta in respect of his entire 3/9th undivided part or share in Dag 833 Property and the Dag 837 Property.
7. The said R.S. Dag No. 833 was renumbered as L.R. Dag No. 2219 and the said R.S. Dag No. 837 was renumbered as L.R. Dag No. 2218 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.
8. Pursuant to the purchase as aforesaid, the said J.V.Poly Plast Private Limited caused to be mutated its name in respect of the Dag 833 Property and the Dag 837 Property as owner in the records of the Madhyamgram Municipality.

9. By the following 20 (twenty) Sale Deeds all registered with the Additional Registrar of Assurances-II, Kolkata, the said J.V. Poly Plast Private Limited for the considerations therein respectively mentioned, sold conveyed and transferred unto and to one Royal Touch Fablon Private Limited, Armstrong Packagings Private Limited, Taranagar Investment Company Limited, Jaivardhan Kandoi, Prakash Kandoi, Mani Devi Kandoi, Renu Devi Kandoi, Pushpa Devi Kandoi, Maitreyi Kandoi and Vikash Kandoi, All That the Dag 833 Property and the Dag 837 Property, absolutely and forever as follows:-
- a. By a Sale Deed dated 6th June 2014 (incorrectly mentioned as 6th June 2013) and registered in Book I CD Volume No. 34 Pages 278 to 294 Being No.7088 for the year 2014, Prakash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - b. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No. 35 Pages 4345 to 4361 Being No.7489 for the year 2014, Maitreyi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - c. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No.35 Pages 4413 to 4429 Being No. 7493 for the year 2014, Vikash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - d. By a Sale Deed dated 16th June 2014 (incorrectly mentioned as 16th June 2013) and registered in Book I CD Volume No.35 Pages 4447 to 4463 Being No. 7495 for the year 2014, Prakash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - e. By a Sale Deed dated 18th June 2014 (incorrectly mentioned as 18th June 2013) and registered in Book I CD Volume No.36 Pages 3999 to 4015 Being No. 7669 for the year 2014, Maitreyi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - f. By a Sale Deed dated 18th June 2014 (incorrectly mentioned as 18th June 2013) and registered in Book I CD Volume No.36 Pages 4044 to 4060 Being No. 7672 for the year 2014, Vikash Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - g. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 385 to 401 Being No. 7095 for the year 2014, Mani Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - h. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 295 to 311 Being No. 7089 for the year 2014, Jaivardhan Kandoi purchased **ALL THAT**

piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.

- i. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 312 to 328 Being No. 7090 for the year 2014, Royal Touch Fablon Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- j. By a Sale Deed dated 6th June 2014 and registered in Book I CD Volume No.34 Pages 402 to 418 Being No. 7096 for the year 2014, the said Renu Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- k. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2766 to 2782 Being No. 7213 for the year 2014, Mani Devi Kandoi herein purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- l. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2749 to 2765 Being No. 7212 for the year 2014, Armstrong Packagings Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- m. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2836 to 2852 Being No. 7215 for the year 2014, the said Renu Devi Kandoi, purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- n. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 2853 to 2869 Being No. 7216 for the year 2014, Pushpa Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- o. By a Sale Deed dated 9th June 2014 and registered in Book I CD Volume No.34 Pages 3214 to 3230 Being No. 7217 for the year 2014, Jaivardhan Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- p. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4362 to 4378 Being No. 7490 for the year 2014, Armstrong Packagings Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.

- q. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No .35 Pages 4379 to 4395 Being No. 7491 for the year 2014, Pushpa Devi Kandoi purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- r. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4396 to 4412 Being No. 7492 for the year 2014, Taranagar Investment Company Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- s. By a Sale Deed dated 16th June 2014 and registered in Book I CD Volume No.35 Pages 4430 to 4446 Being No. 7494 for the year 2014, Royal Touch Fablon Private Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- t. By a Sale Deed dated 18th June 2014 and registered in Book I CD Volume No.36 Pages 4061 to 4077 Being No. 7673 for the year 2014, Taranagar Investment Company Limited purchased **ALL THAT** piece and parcel of land containing a land area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
- u. Certain errors in the 20 sale deeds mentioned in sub clauses a. to t. of clause 9 above were rectified, by the said J.V. Poly Plast Private Limited by recording and registering 20 Declarations all dated 31st March 2018 as follows:
- (i) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143892 to 143904 Being No. 190403464 for the year 2018.
 - (ii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143771 to 143783 Being No. 190403447 for the year 2018.
 - (iii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149176 to 149188 Being No. 190403503 for the year 2018.
 - (iv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143837 to 143850 Being No. 190403449 for the year 2018.
 - (v) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143731 to 143743 Being No. 190403445 for the year 2018.
 - (vi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149163 to 149175 Being No. 190403502 for the year 2018.
 - (vii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143878 to 143891 Being No. 190403453 for the year 2018.

- (viii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 149237 to 149250 Being No. 190403450 for the year 2018.
- (ix) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143864 to 143877 Being No. 190403452 for the year 2018.
- (x) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143823 to 143836 Being No. 190403451 for the year 2018.
- (xi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143757 to 143770 Being No. 190403454 for the year 2018.
- (xii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143905 to 143917 Being No. 190403455 for the year 2018.
- (xiii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143918 to 143930 Being No. 190403456 for the year 2018.
- (xiv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143851 to 143863 Being No. 190403457 for the year 2018.
- (xv) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143931 to 143943 Being No. 190403458 for the year 2018.
- (xvi) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143944 to 143956 Being No. 190403459 for the year 2018.
- (xvii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143797 to 143809 Being No. 190403460 for the year 2018.
- (xviii) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143810 to 143822 Being No. 190403461 for the year 2018.
- (xix) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143662 to 143674 Being No. 190403462 for the year 2018.
- (xx) Deed of declaration registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 143744 to 143756 Being No. 190403463 for the year 2018.

10. By the following 2 (two) Deed of Gifts both dated 30th December 2015 and registered with Additional Registrar of Assurances-IV, Kolkata, the said Renu Devi Kandoi out of her natural love and affection towards her daughter namely Nidhi Goenka granted conveyed and transferred by way of gift to her All That her entire right title and interest of and in the Said Land, absolutely and forever:

- a. By a Gift Deed registered in Book I Volume No.1904-2016 Pages 15545 to 15569 Being No. 190400345 for the year 2016 in respect of **ALL THAT** land containing an area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the said Land; and
 - b. By a Gift Deed registered in Book I Volume No.1904-2016 Pages 2255 to 2278 Being No. 190403326 for the year 2015 in respect of **ALL THAT** land containing an area of 3.85 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 1.15 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the said Land.
11. The Royal Touch Fablon Private Limited, Armstrong Packagings Private Limited, Taranagar Investment Company Limited, Jaivardhan Kandoi, Prakash Kandoi, Mani Devi Kandoi, Nidhi Goenka, Pushpa Devi Kandoi, Maitreyi Kandoi and Vikash Kandoi (hereinafter referred to as “the **Erstwhile Vendors**”) caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said Land under L.R. Khatian Nos. 9929, 9930, 9932, 9933, 9934, 9935, 9936, 9937, 9938 and 10345 and have also caused to be mutated their names in the records of Madhyamgram Municipality in respect of the said Land.
12. By the following two Sale Deeds, the said Erstwhile Vendors for the considerations therein respectively mentioned, sold conveyed and transferred unto and to the Vendors herein All That the Said Land, absolutely and forever as follows:-
 - a. By a Sale Deed dated 31st March 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 150156 to 150220 Being No. 190403467 for the year 2018 in continuation to an agreement for sale dated 28th February 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 125056 to 125126 Being No. 190402710 for the year 2018, the Owners herein purchased **ALL THAT** piece and parcel of land containing a land area of 67 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) and 23 Satak more or less in R.S Dag No.837 (L.R Dag No.2218) out of the Said Land.
 - b. By a Sale Deed dated 13th April 2018 and registered with Additional District Sub-Registrar, Barasat in Book I Volume No. 1503-2018 Pages 78857 to 78946 Being No. 150302530 for the year 2018 in continuation to an agreement for sale dated 9th March 2018 and registered with Additional District Sub-Registrar Barasat in Book I Volume No. 1503-2018 Pages 67595 to 67693 Being No. 150302167 for the year 2018, the Owners herein purchased **ALL THAT** piece and parcel of land containing a land area of 10 Satak more or less in R.S Dag No.833 (L.R Dag No.2219) out of the Said Land.
13. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
 - i. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio of 22%:78% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;

- ii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.
 - iii. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
14. The plans for construction of the Buildings at the Project has been sanctioned by the Madhyamgram Municipality vide Building Plan No. **COM-60/MM/2018-2019** dated **05.09.2018**.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
 - b. **“Co-owners”** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
 - c. **“sanctioned plan”** shall mean the plan sanctioned by the Madhyamgram Municipality vide Building Permit No. **COM-60/MM/2018-2019** dated **05/09/2018** and include additions/alterations made thereto subject to compliance of the Act.
 - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
 - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - h. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - i. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
- 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or

the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

- 2.1 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 3 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner
- 4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 5 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
- 6 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Madhyamgram Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 8 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
 - 8.1 Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.

- 8.2 Proportionate share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project to be notified separately by the Promoter upon its procurement
- 8.3 Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/regulations.
- 8.4 Goods and Service Tax on the above amounts.
- 9 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- 9.1 The Allottee shall pay to the Promoter a non refundable sum of Rs. _____/- towards provisional Maintenance Corpus/Sinking Fund.
- 10 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 11 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 12 The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- 13 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
- 14 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and

completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

- 15 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 16 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 17 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 18 The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
- 19 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
- 20 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The

Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

21 **AREA CALCULATION:**

21.1 Carpet Area of Unit: The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

21.2 Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

21.3 Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

21.4 Built-up Area: The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

21.5 Proportionate Common Area: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.

21.6 Unit Area for CAM: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

22 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

23 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone

24 Unless changed by the Promoter, Messrs. Design Cell of Kolkata shall be the Architect for the Project.

25 The Project shall bear the name "**Rishi Ventoso**" or such other name as be decided by the Promoter from time to time. The Blocks '1', '2', '3' and '4' shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN*

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

PAYMENT SCHEDULE	
Installation Stage	Payment Details
Booking Amount (Rs.)	10% of TC+EDC+GST
On Execution of Agreement (within 30 Days from the date of booking)	10% of TC+EDC+GST
On completion of Foundation of Designated Block	10% of TC+EDC+ GST
On completion of Gr. Floor casting of Designated Block	7.5% of TC+EDC+GST
On completion of 3rd floor slab casting of Designated Block	7.5% of TC+EDC+GST
On completion of 6th floor slab casting of Designated Block	7.5% of TC+EDC+GST
On completion of 9th floor slab casting of Designated Block	7.5% of TC+EDC+GST
On completion of roof's floor slab casting of Designated Block	7.5% of TC+EDC+GST
On completion of Brickwork of Designated Unit	7.5% of TC+EDC+GST
On completion of External Plaster of Designated Unit	7.5% of TC+EDC+GST
On completion of Flooring of Designated Unit	7.5% of TC+EDC+GST
On Possession of Designated Unit	10% of TC+EDC+GST+ HT/LT etc.
NOTE- Statutory, Legal Charges, Cess and Taxes are Extra.	

*Each Demand is payable by the Allottee within 15 days of issuance of the same by the Promoter

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

1. UNIT:

PROJECT SPECIFICATION		
1	Structure Frame Work	Earth Quake Resistant RCC Framed Constructions with Brick Wall.
2	Wall Finish Interior	Wall Plaster of Paris / equivalent over Fly Ash bricks / AAC Blocks Surface.
3	Wall Finish Exterior	Weather-Proof Paint finish.
4	Flooring	Bedroom /Living / Dining Room- Vitrified tiles / Anti-Skid Ceramic Tiles with Skirting.
5	Kitchen	-
a)		Granite Platform.
b)		Flooring- Vitrified / Anti-Skid Tiles.
c)		Stainless Steel sink
d)		Dado Tiles upto 2 ft. above the counter / platform.
e)		Provision for installing Exhaust Fan.
f)		Electric Point for Refrigerator, Water Filter and Microwave.
6	Toilet	-
a)		Anti-Skid Ceramic tiles for flooring.
b)		Wall Tiles up to door height.
c)		White Sanitary Ware of reputed make.
d)		CP fittings of reputed make.
e)		Electrical points for Geyser and Exhaust Fan.
f)		Plumbing provision for Hot/Cold water line.
7	Electrical	-
a)		Concealed Copper Wiring with latest modular switches of ABB/Anchor & equivalent make.
b)		A.C.Points in living / dining and all bedrooms.
c)		15 Amp and 5 Amp electrical points in all Bedrooms, Living / Dining, Kitchen and Toilets with protective MCB's.
d)		Door Bell point at the main entrance door.
e)		Cable T.V. & Telephone Provisioned points in living / dining.
f)		Provision for Electric point for Washing Machine
8	Doors	-
a)		Door Frame - Made of treated wood.
b)		Main Door- Flush doors with wooden primer , Decorative Handles, Eye Piece & Night Latch.
c)		Internal Doors - Flush doors with Wooden Primer & Stainless Steel Locks at all Toilets & Bedrooms.
9	Windows	Fully glazed Anodized Aluminum windows.
10	Ground floor Lobby	-
a)		Dedicated Ground Floor Lobby for each Block/Tower.
b)		Flooring mix of Stone/ Vitrified Tiles.
c)		Stone/Tile Cladding/ Acrylic Emulsion Paint in the Lobby Area.
11	Staircase & Typical Floor Lobby	-
a)		Staircases - Stairs laid with Stone / Tiles.

b)		Wall of Lobby area - Stone/Tile Cladding/ Acrylic Emulsion Paint.
c)		Lobby Floor - Vitrified tiles / Stone in floor.
12	Elevators / Lifts	-
a)		1 no. Lift/ Elevator of good repute make in each Block/Tower.
b)		1 no. Stretcher Lift/Elevator of good repute make in each Block/Tower.
13	Common Terrace	Appropriate Water Proofing & Heat Insulation.
14	Common Area	Adequate LED Illumination in all Lobbies, Staircases & Common Areas.

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES, FACILITIES:

1.1 Common Areas at the said Building:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) Two Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Septic Tank
- (viii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (ix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

1.2 Common Areas at the Project:

- (i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (v) Underground water reservoir
- (vi) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Club Facility in terms of clause 1.4 below:.
- (x) Boundary wall and gate and Security Gate House
- (xi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

1.3 SPECIFICATIONS:

1.3.1 Structure Frame Work: RCC Framed Construction with brick wall.

1.3.2 Wall Finish Exterior: Weather-proof paint.

1.4 Club Membership And Facility: The Promoter proposes to erect, install and/or make available certain facilities as hereinafter mentioned (hereinafter referred to as "the Club Facility" which

expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

- 1 Infinity Splash Pool with with first time installation OF Jacuzzi and Kids Pool & changing rooms
- 2 Faux Green Roof with Sitting Area/Adda Zone
- 3 Open Air Mini Amphitheatre
- 4 Wooden Terrace Deck for Meditation Zone Water Feature
- 5 Senior citizen's area- on rooftop
- 6 Gym with first time installation of equipments, airconditioner and piped music system.
- 7 Community hall with first time installation of airconditioners and music system
- 8 Indoor Games Room with first time installation of initial equipments for indoor games, piped music system and airconditioners
- 9 Children Play Area with first time installation of airconditioners
- 10 Toddler Play area with first time installation of equipments

FACILITES

1. 24 hrs. Water Supply
 2. CCTV with Central Security Surveillance
 3. Gated Community – Well trained Security Personnel/ Guards at Strategic Points
 4. Intercom Connectivity within Intra flats, Club, Block Lobby & Security kiosks
 5. Modern Residential Fire Fighting system with Sprinklers & Smoke Detectors as per norms
 6. 24/7 Generator/Power Back up for all common areas & services
 7. Generator/Power back up for Flats – 2BHK-750 W & 3 BHK-1000W
 8. Service Toilets for Housekeeping, Facility Management, Staffs etc
 9. Each building would be equipped with a Passenger & Stretcher lift. All Lifts of Reputed make.
 10. Well decorated Ground floor Lobby
 11. Dedicated Wardrobe space in flats
 12. Podium, Ground & Basement Level Car park
- 1.5 The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
 - (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.
5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment

save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.

21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
24. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Madhyamgram Municipality, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
29. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter

shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

30. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Madhyamgram Municipality, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.2.50 (Rupees Two and Fifty Paise only) only per Square foot per month of the Unit Area for CAM mentioned in clause 21.6 hereto. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (vi) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
 - (i) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 30.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 30.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 30.3. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 30.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.4.1 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

SCHEDULE E-2

Common Expenses shall include the following (“Common Expenses”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and

accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.